



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, January 8, 2024
6:00 PM**

Please join the GoToMeeting
from your computer, tablet or smartphone:

<https://meet.goto.com/452014765>

or dial in using your phone:

+1 (646) 749-3122 - Access Code: 452-014-765

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Lance A. Smith
Roll Call – City Clerk Lori Hillman
Invocation – Senior Code Support Specialist Jackie Boges
Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

- 1.1 Arbor Day Proclamation**
 - 1. Proclamation**

2. CONSENT ITEMS

- 2.1 Approval of November 27, 2023 Meeting Minutes**
 - 1. M11-27-2023**
- 2.2 Approval of Three (3) RCM Utilities Lift Station Rehabilitation Task Orders**
 - 1. RCM-LS #4**
 - 2. RCM-LS #13**
 - 3. RCM-PLANT LS**
- 2.3 Approval for RCM Utilities to Install an Odor Control Site**
 - 1. RCM-FORT KING ODOR**

- 2.4 Approval to Purchase Meter Reading AMI Collectors
 - 1. AMI Meter Reading Additions
- 2.5 Request Council President Sign a Hazard Mitigation Grant
 - 1. FEMA HMGP SRMC Form
- 2.6 Approval of Sanitation Flatbed Purchase
 - 1. Sanitation Flat Bed Quote FY 23-24
- 2.7 Approval of Stormwater Emergency Generator Purchase
 - 1. SWPS RP5 Task Authorization
 - 2. RCM Zephyrhills SWPS RP5 Proposal (1)
- 2.8 Award Accreditation Consultant Bid # 35-23-02
 - 1. RFQ 352302 ReAccreditation Services (1)
 - 2. RFQ Response
 - 3. Pricing
 - 4. PA Evaluation
 - 5. Ranking Sheets
 - 6. Affidavit
- 2.9 Approve Accreditation Consultant Agreement No. 37-24-01
 - 1. Accreditation Management Consultant Agreement - Zephyrhills Police Department
 - 2. RFQ Response (Exhibit A)
- 2.10 Approval of Mutual Aid Agreement No. 41-24-01 City of Tampa and Tampa Police Department - Combined Operational Assistance and Voluntary Cooperation Agreement
 - 1. Mutual Aid Agreement No. 41-24-01 City of Tampa and Tampa Police Department - Combined Operational Assistance and Voluntary Cooperation Agreement (1)

3. BUSINESS ITEMS/PLANNING REPORT

- 3.1 Kimley-Horn Text Amendment to Turning Lane Standards
 - 1. Hot Spot Map
 - 2. KM Traffic Study Modifications

4. CITY MANAGER'S REPORT

- 4.1 Approval of Pigz in Z'hills Special Event Permit, Alcohol Consumption Permit and Wet Zone
 - 1. Wet Zone Map For Pigz In Zhills Event
 - 2. Special-Event-Application-Packet 2024 (1)

5. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decisionmade by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**



PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, do hereby proclaim Friday, January 19, 2024

ARBOR DAY

in the City of Zephyrhills and urge all citizens to celebrate Arbor Day, support efforts to protect our trees and woodlands, plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 8th day of January, 2024.

Melonie Bahr Monson, Mayor

Attest: _____

Lori L. Hillman, City Clerk

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on November 27, 2023 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (408)-650-3123 - Access Code: 163-816-133.

Council President Lance Smith called the meeting to order at 6:12 p.m. Roll call was taken. Present were members Lance A. Smith, Charles Proctor, Kenneth Burgess, Jodi Wilkeson, Steven F. Spina, Ph.D., and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Public Information Officer Kevin Weiss, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Senior Planner Rodney Corriveau and City Clerk Lori Hillman.

Terena Jones with New Walk Church delivered the invocation. The Pledge of Allegiance followed.

1. CONSENT ITEMS

- 2.1 Approval of November 13, 2023 Salary Study Workshop Minutes
- 2.2 Approval of November 13, 2023 Regular Meeting Minutes
- 2.3 Approval of October 9, 2023 Regular Meeting Minutes
- 2.4 Approval of Piggyback Agreement 41-23-25 with Southern Corrosion for Tank Maintenance
- 2.5 Jacobs Engineering Scope and Fee Box Hangars
- 2.6 Jacobs Engineering Scope and Fee Taxiway F
- 2.7 R&M Services Contract 41-21-14 Renewal one of two, (1) one-year Renewal for Hydrant and Value Maintenance, Repair and Flushing Services
- 2.8 Approval of Public Works – Streets Flat Bed Truck Purchase
- 2.9 Approval of Police Department Flooring Repair/Improvement Project
- 2.10 Approval of Wastewater Division Pipe Hunter Vehicle Purchase

Jodi Wilkeson moved to remove Consent Item 1.4 from the agenda. Seconded by Steve Spina. Motion passed unanimously.

Steve Spina moved to approve Consent Items 1.1, 1.2, 1.3, 1.5, 1.6, 1.7, 1.8 and 1.9. Seconded by Charles Proctor. Motion passed unanimously.

2. BUSINESS ITEMS/PUBLIC HEARING

2.1 ACC Investment Group, LLC Mr. Carwash Annexation

Second Reading **ORDINANCE NO. 1463-23 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBER 03-26-21-0020-00000-0090 LOCATED AT 6353 GALL BOULEVARD, ZEPHYRHILLS, FL 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED, PROVIDING FOR AN EFFECTIVE DATE.**

City Attorney Matthew Maggard read Ordinance No. 1463-23 by title. A public hearing was held and the applicant’s representative, Robert Ziegler, Engineer of Record, with Z Development Services was available to answer questions.

Steve Spina moved to approve Ordinance No. 1463-23 on the Second Reading. Seconded by Kenneth Burgess. Motion passed unanimously.

2.2 ACC Investment Group, LLC Mr. Carwash FLUMA and Rezoning

Second Reading **ORDINANCE NO. 1464-23 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM COUNTY ROR TO CITY MU (MIXED USE), AND AMENDING THE ZONING FROM COUNTY C2 TO CITY C2 (COMMUNITY COMMERCIAL), FOR PARCEL NUMBER 03-26-21-0020-00000-0090 LOCATED AT 6353 GALL BOULEVARD, ZEPHYRHILLS, FL 33542, PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

City Attorney Matthew Maggard read Ordinance No. 1464-23 by title. A public hearing was held and there were no comments from the floor.

Steve Spina moved to approve Ordinance No. 1464-23 on the Second Reading. Seconded by Kenneth Burgess. Motion passed unanimously.

3. **CITY MANAGER'S REPORT**

3.1 Interlocal Airport Zoning Ordinance Agreement 41-23-26 with Pasco County

City Manager William Poe said the Pasco County Board of County Commissioners approved Ordinance No. 23-28 that regulates airport hazards and incompatible land use around private airports in Pasco County, Brooksville Regional and Zephyrhills Municipal Airport. Florida Statutes Section 333.01(1)(b) requests the City and County enter into an interlocal agreement or create a joint board to adopt, administer, and enforce airport protection zoning regulations. City and County staff have determined the most efficient course of action is to enter into an interlocal agreement with requirements:

- The Zephyrhills Municipal Airport Overlay District of Pasco County's LDC, Map 605.4, shall be effective in the unincorporated areas of the City;
- County staff shall notify the City of any development proposals within the district within ten (10) days for FLU changes, rezonings, applications needing FAA review, use applications within the Approach Surface Floor, Airport Zone, or Airport Influence Area;
- County staff shall notify the City of noise-sensitive land uses quarterly;
- Both parties shall notify the other of correspondence with FAA and FDOT regarding land uses at the airport and airport operations;
- City staff shall notify the County when the Airport Master Plan is updated and allow the County to comment;
- City staff will provide written notice to the County about any change in airport use, activities, or operations which may reasonably have an impact on adjacent or nearby land uses within 30 days of implementation.

Staff recommended Council's approval of the Interlocal Agreement with Pasco County.

Jodi Wilkeson moved to approve Business Item 3.1. Seconded by Charles Proctor. Motion passed unanimously.

3.2 Request to Cancel December 25, 2023 Council Meeting

City Manager William Poe requested the December 25, 2023 Council meeting be cancelled in observance of Christmas.

Charles Proctor moved to approve Business Item 3.2. Seconded by Jodi Wilkeson. Motion passed unanimously.

4. **CITIZEN COMMENTS**

N/A

MAYOR ANNOUNCEMENTS – Mayor Melonie Bahr Monson met with Pasco County Fire Chief Anthony Perez who plans on being involved with Zephyrhills events. She attended two days of the Great American Teach-In with one day spent at Stewart Middle School with the Civics teachers and students were engaged and excited to learn about government. The next day was spent at the High School with the opposite experience. The Mayor has drafted a letter to the High School Principal and will be in contact with the Pasco County School District to request a discussion. The Mayor requested the existing Mayor's Youth Council Ordinance be amended to include the middle school aged children to become engaged in government.

Council were in consensus to amend the Mayor's Youth Council ordinance to include 7th and 8th through 12th grades.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe reminded those in attendance of the tree lighting immediately following the City Council meeting. He said a

workshop will be held at 4:00 p.m. on December 11, 2023 to complete the Density Workshop discussion. He announced his son, William, finished 10th at the state cross country meet. He said 15 self-initiated employees from Blue Triton Brands, in an effort to become more involved within the community, cleaned up the area along 20th Street.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Council Vice President Burgess was glad to hear the Mayor had a good experience at the Middle School. He said he saw one of the new City vehicles wrapped with the new “jump right in” logo and said it looked great. He complimented the employees for keeping the City clean.

Councilwoman Wilkeson said she has received a lot of compliments on the sidewalk progress and the sprucing up of the Oakside neighborhood. She said there is a lot of misinformation circulating regarding car washes and clarified car washes use a significantly less amount of recycled water than a homeowner standing in their yard for an hour washing their vehicle with a better impact on the environment.

Councilman Proctor appreciates the Mayor reviving the Mayor’s Youth Council. He said is he glad to be moving forward with the groundbreaking of Hercules Park Tuesday, December 28th.

Councilman Spina said he has driven down some of the resurfaced streets and they are nice. He suggested a mini plan be created to assess existing parks for repairs and clean-up with money budgeted this year.

Council President Smith was saddened to hear of the Mayor’s experience during the Great American Teach-In at the high school. He thanked the Mayor for reaching out to Fire Chief Anthony Perez and acknowledged Mayor Monson for doing a great job. He recognized the City’s Planning Department for their foresight with column reverse frontage roads such as the Dairy Road Extension which has been used when diverting traffic on US-301 for accidents. He thanked Public Works Director Shane LeBlanc, Parks Supervisor James Lyons and City Manager Billy Poe for working with the Zephyrhills Little League to get them back into Krusen Field.

5. NOTED ITEM

5.1 120 Water Agreement

Meeting adjourned: 6:41 p.m.
Submitted by Lori L. Hillman

CONSENT ITEMS 2.2

Approval of Three (3) RCM Utilities Lift Station Rehabilitation Task Orders

Issue:

Approval to rehab Lift Station No. 4, Lift Station No. 13, and the Lift Station at the Wastewater Treatment Plant (WWTP).

Background:

This is a continuation of a project to rehab most of the City lift stations due to age, past deferred repairs, etc.

The location of the lift stations are:

- Lift Station No. 4 - South Avenue and 4th Street near Zephyr Park - \$82,047.46
- Lift Station No. 13 - North Avenue and 18th Street - \$148,131.25
- WWTP Lift Station - 39825 Alston Avenue - \$276,578.13

Attachment(s):

1. RCM-LS #4
2. RCM-LS #13
3. RCM-PLANT LS

Fiscal Impact:

All Lift Station rehab's are included in the approved FY 2023/2024 budget for a total of \$507,116.84.

Staff Recommendation:

Staff recommends City Council's approval of the three (3) budgeted lift station rehab's as presented.



Construction & Maintenance

December 13, 2023

To: City of Zephyrhills

RE: Lift Station #4 Rehabilitation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the rehabilitation of lift station #4.
- Compensation and Contract
 - A budget for the work as stated totaling \$82,047.46 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP(35-19-01)
- Scope
 - Please refer to Estimate #4436

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

By: Christopher R. Creech
Christopher R. Creech

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS
City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542

ESTIMATE # 4436
DATE 12/11/2023
EXPIRATION DATE 01/11/2024

JOB NAME
Lift Station #4

DESCRIPTION	AMOUNT
RCM Utilities to supply al materials, equipment and labor for the following scope of supply:	82,047.46
- Excavate and install (1) 6" line stop procedure with in ground 6" mechanical joint plug valve. - Supply, install and maintain a duplex diesel bypass pumping system. - Demolish and remove the existing base elbows, discharge risers, valves and all pipe out to the in gourd force main connection. - Install new SS base plates, 6" HDPE discharge risers, cross braces, guide rails, brackets, valves, pump off connection all tied into the underground force main connection with a new mechanical joint 6" plug valve below grade. - Restore all disturbed sidewalk, rock, fence and sod. - Rework the 2" PVC drain line from the valve box to the wet well.	
NOTES - RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.	

SUBTOTAL	82,047.46
TAX	0.00
TOTAL	\$82,047.46

Accepted By

Accepted Date

LABOR RATES	RATES		ENTER		SUBTOTAL		ENTER		SUBTOTAL		LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	80		\$ 4,000.00		\$ -		\$ -		\$ 4,000.00
Foreman	\$ 75.00	\$ 113.00	80		\$ 6,000.00		\$ -		\$ -		\$ 6,000.00
Helper - Labor Only	\$ 35.00	\$ 53.00	80		\$ 2,800.00		\$ -		\$ -		\$ 2,800.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	80		\$ 4,000.00		\$ -		\$ -		\$ 4,000.00
Backflow Technician	\$ 40.00	\$ 60.00			\$ -		\$ -		\$ -		\$ -
LABOR RATES TOTAL											\$ 16,800.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	20.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 1,750.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	100.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 4,250.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	100.00							450
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator Mtl Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00	5.00	\$ 750.00		\$ 3,750.00		\$ 15,000.00		\$ 525.00
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rlg with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
EQUIPMENT RATES TOTAL										\$ 6,975.00

MATERIAL RATES	Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	37425.56	\$ 9,356.39	\$ 46,781.95
Materials from Stock	25%	2,952.41	\$ 738.10	\$ 3,690.51
Subcontract Labor	20%	6500	\$ 1,300.00	\$ 7,800.00
MATERIAL RATES TOTAL				\$ 58,272.46

PERFORMANCE & PAYMENT BOND	(Yes/No)	No	2%
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GRAND TOTAL \$ 82,047.46

Company Name: RCM Utilities, LLC
 Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: Christopher R. Creech Date: 12/14/23



Construction & Maintenance

December 13, 2023

To: City of Zephyrhills

RE: Lift Station #13 Generator Replacement

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the replacement of the generator at lift station #13
- Compensation and Contract
 - A budget for the work as stated totaling \$148,131.25 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP(35-19-01)
- Scope
 - Please refer to Estimate #4409

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

By: Christopher R. Creech
Christopher R. Creech

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS

City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542

ESTIMATE # 4409

DATE 12/03/2023

EXPIRATION DATE 01/03/2024

JOB NAME

LS 13 Gen/ATS Replacement

DESCRIPTION

AMOUNT

RCM Utilities to supply all materials, equipment and labor for the following scope of supply:

148,131.25

Remove and replace (1) permanent diesel standby power system at sanitary lift station #13

- Supply, install and maintain a diesel bypass pumping system while power transfer is taking place
- Demolish and remove the existing generator, ATS and concrete pad.
- Install (1) new 8" thick pre cast concrete foundation pad.
- Install (1) 150 KW CUMMINS diesel standby generator with 500 gallon sub base fuel tank and level 2 aluminum sound enclosure.
- (1) new 300 amp automatic transfer switch
- Modify all conduit and wiring for a complete electrical system.
- First fill up and startup by RCM

NOTES

- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.

SUBTOTAL	148,131.25
TAX	0.00
TOTAL	\$148,131.25

Accepted By

Accepted Date

Customer: City of Zephyrhills

Water & Wastewater Misc Construction/Maintenance Services
Labor/Equipment Rates Form

Project: LS 13 Generator Replacement

LABOR RATES	RATES		ENTER		SUBTOTAL		ENTER		SUBTOTAL		LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	80		\$ 4,000.00				\$ -		\$ 4,000.00
Foreman	\$ 75.00	\$ 113.00	80		\$ 6,000.00				\$ -		\$ 6,000.00
Helper - Labor Only	\$ 35.00	\$ 53.00	80		\$ 2,800.00				\$ -		\$ 2,800.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	70		\$ 3,500.00				\$ -		\$ 3,500.00
Backflow Technician	\$ 40.00	\$ 60.00			\$ -				\$ -		\$ -

LABOR RATES TOTAL \$ 16,300.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	10.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 950.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00		\$ 250.00		\$ 650.00		\$ 2,600.00		
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon								
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator MH Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Men	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		

EQUIPMENT RATES TOTAL \$ 950.00

MATERIAL RATES	%	Mark UP	COST	MARK-UP	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	98975	\$ 24,743.75		\$ 123,718.75
Materials from Stock	25%	2850	\$ 712.50		\$ 3,562.50
Subcontract Labor	20%	3000	\$ 600.00		\$ 3,600.00

MATERIAL RATES TOTAL \$ 130,881.25

PERFORMANCE & PAYMENT BOND

(Yes/No)

No

2%

SUBTOTAL \$ 148,131.25

GRAND TOTAL \$ 148,131.25

Company Name: RCM Utilities, LLC
Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature:



Date:





Construction & Maintenance

December 18, 2023

To: City of Zephyrhills

RE: In Plant Lift Station Rehabilitation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for the rehabilitation of the in plant lift station.
- Compensation and Contract
 - A budget for the work as stated totaling \$276,578.13 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP(35-19-01)
- Scope
 - Please refer to Estimate #4452

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

By: Christopher R. Creech
Christopher R. Creech

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS
City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542

ESTIMATE # 4452
DATE 12/17/2023
EXPIRATION DATE 01/17/2024

JOB NAME
In Plant LS Rehab

DESCRIPTION	AMOUNT
RCM Utilities to supply all materials, equipment and labor for the following scope of supply: - Provide, install and maintain a duplex diesel bypass pumping system. - Demolish and remove the existing base elbows, discharge risers, check valves, plug valves, pump off connection, Tees, gauges, air release valves out to the first above grade 12" flange on the discharge. - Install new 316 stainless steel base plates with 6" base elbows, 8" HDPE discharge risers, stainless guide rails, brackets, discharge cross braces, all valving like for like terminating at the first above grade 12" flanged connection. - Above grade piping to be painted green to match. - Install (3) new 20HP Hydromatic S6LXP submersible solids handling pumps with pump flange adapters. 1,000 GPM @ 48' TDH. 460 V 3 P. Factory startup of new pumps.	276,578.13

NOTES
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.

SUBTOTAL	276,578.13
TAX	0.00
TOTAL	\$276,578.13

Accepted By

Accepted Date

LABOR RATES	RATES		ENTER		SUBTOTAL		LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	100		\$ 5,000.00		\$ 5,000.00
Foreman	\$ 75.00	\$ 113.00	100		\$ 7,500.00		\$ 7,500.00
Helper - Labor Only	\$ 35.00	\$ 53.00	100		\$ 3,500.00		\$ 3,500.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	100		\$ 5,000.00		\$ 5,000.00
Backflow Technician	\$ 40.00	\$ 60.00					

LABOR RATES TOTAL \$ 21,000.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00		\$ 800.00		\$ 2,400.00		\$ 9,600.00		
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Men Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00	250.00	\$ 250.00		\$ 650.00		\$ 2,600.00		\$ 10,250.00
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon	200.00							900
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator Mt Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		

EQUIPMENT RATES TOTAL \$ 11,150.00

MATERIAL RATES	Mark UP	COST	MARK-UP	SUBTOTAL	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	195542.5	\$ 48,885.63		\$ 244,428.13
Materials from Stock	25%		\$ -		
Subcontract Labor	20%		\$ -		

MATERIAL RATES TOTAL \$ 244,428.13

PERFORMANCE & PAYMENT BOND	(Yes/No)	No	2%	SUBTOTAL	\$ 276,578.13
----------------------------	----------	----	----	----------	---------------

GRAND TOTAL \$ 276,578.13

Company Name: RCM Utilities, LLC
 Authorized Representative/ Title: Christopher R. Creach, Mgr.

Signature: Christopher R. Creach Date: 12/18/13

CONSENT ITEMS 2.3

Approval for RCM Utilities to Install an Odor Control Site

Issue:

A new odor control injection site is located in an easement south of the Fort King Road and US-301 intersection near the Zephyrhills Alliance Church. This project will create the infrastructure to mount the tanks, pumps, etc.

Background:

The City has utilized an odor control treatment process for the past seven (7) plus years and staff has been searching for a location to place the product to work at a higher efficiency rate. The selected location has a major force main running through it which handles the wastewater flow from a large portion from the west side of the City. This project should eliminate substantial odor complaints from the downstream lift station locations; specifically, North Aveune and 11th Street.

Attachment(s):

1. RCM-FORT KING ODOR

Fiscal Impact:

Included in the approved FY 2023/2024 budget - \$51,317.50.

Staff Recommendation:

Staff recommends City Council's approval to Install an Odor Control Site as presented.



Construction & Maintenance

December 13, 2023

To: City of Zephyrhills

RE: Fort King Odor Control Installation

- Purpose
 - Task authorization for construction services as requested from Joey Theel for installation of facilities needed for the Fort King Odor Control project.
- Compensation and Contract
 - A budget for the work as stated totaling \$51,317.50 has been submitted on the Annual City of Zephyrhills water and wastewater miscellaneous construction and maintenance services contract RFP(35-19-01)
- Scope
 - Please refer to Estimate #4408

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

By: Christopher R. Creech
Christopher R. Creech

RCM UTILITIES, LLC

1451 Pine Grove Rd

Eustis, FL 32726

352-561-2990

billing@rcmutilities.com

www.rcmutilities.com



Estimate

ADDRESS

City of Zephyrhills

5335 8th St

Zephyrhills, FL 33542

ESTIMATE # 4408

DATE 12/03/2023

EXPIRATION DATE 01/03/2024

JOB NAME

Fort King Odor Control Site

DESCRIPTION	AMOUNT
RCM Utilities to supply all materials, equipment and labor for the following scope of supply:	51,317.50
 Construct (1) odor control site for injection	
- Excavate (1) - 8" force Amin at 48" cover and install (1) 5'x5' inside diameter concrete vault with top slab and aluminum hatch, open bottom.	
- Perform (1) 8"x3/4" wet tap procedure with stainless saddle and corp stop	
- Provide a 2" conduit chase pipe for injection hose into box.	
- Install (1) - 120 volt power service with meter can and P1 panel, (2) 120 volt - 15amp receptacles with in use covers. Always hot configuration.	
- Install (1) 10'x15' - 6' tall black PVC coated chain link fence with 4' walk gate.	
- Pour (2) concrete housekeeping pads. (1) 6'x6' and (1) 3'x3' for future tanks	
- Construct power rack large enough for future odor control equipment panel.	
 NOTES	
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.	
- COZ to coordinate with Duke energy to set the new service drop. RCM will run service wire from meter can to transformer or handhold up to 50' away.	
SUBTOTAL	51,317.50
TAX	0.00
TOTAL	\$51,317.50

Accepted By

Accepted Date

LABOR RATES	RATES		ENTER		SUBTOTAL		ENTER		SUBTOTAL		LINE ITEM TOTAL
	WORKING HOURS	AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	# WORKING HOURS	# AFTER HOURS	
Supervisor	\$ 50.00	\$ 75.00	70		\$ 3,500.00				\$ -		\$ 3,500.00
Foreman	\$ 75.00	\$ 113.00	70		\$ 5,250.00				\$ -		\$ 5,250.00
Helper - Labor Only	\$ 35.00	\$ 53.00	70		\$ 2,450.00				\$ -		\$ 2,450.00
Helper with Truck/Trailer	\$ 50.00	\$ 75.00	50		\$ 2,500.00				\$ -		\$ 2,500.00
Backflow Technician	\$ 40.00	\$ 60.00			\$ -				\$ -		\$ -
LABOR RATES TOTAL											\$ 13,700.00

Please provide when after hours would apply (anytime outside of Mon - Fri 7am - 5pm)

EQUIPMENT RATES	SET UP FEE	HOURLY	# OF HOURS/ GALLONS or BAGS	DAILY	# OF DAYS	WEEKLY	# OF WEEKS	MONTHLY	# OF MONTHS	LINE ITEM TOTAL
Mini Excavator with Operator	\$ 150.00	\$ 80.00	20.00	\$ 800.00		\$ 2,400.00		\$ 9,600.00		\$ 1,750.00
Back Hoe with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
Vac Truck - 2 Man Crew	\$ 250.00	\$ 280.00		\$ 2,800.00		\$ 14,000.00		\$ 56,000.00		
CCTV Camera Trailer with Operator	\$ 250.00	\$ 175.00		\$ 1,750.00		\$ 8,750.00		\$ 35,000.00		
Tractor with Bucket with Operator	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		
4" Sewage Bypass Pump with Hoses	\$ 250.00	\$ 40.00		\$ 250.00		\$ 650.00		\$ 2,600.00		
Bypass Pump Fuel Additional	\$ 4.50	Per Gallon								
13000 Watt Generator	\$ 250.00	\$ 40.00		\$ 170.00		\$ 850.00		\$ 3,400.00		
Infiltrator Mt Leak Stop Plus Labor	\$ 150.00	\$ 250.00		\$ 150.00		\$ 750.00		\$ 3,000.00		
Metal Fabrication/Welding Lead Man	\$ 150.00	\$ 75.00		\$ 750.00		\$ 3,750.00		\$ 15,000.00		
Metal Fabrication/Welder	\$ 150.00	\$ 65.00		\$ 650.00		\$ 3,250.00		\$ 13,000.00		
Sand Blast Trailer Rig with Crew	\$ 250.00	\$ 295.00		\$ 2,950.00		\$ 14,750.00		\$ 59,000.00		
Sand Blasting Sand	\$ 5.00	Per Bag								
Compactor with Operator	\$ 150.00	\$ 100.00		\$ 1,000.00		\$ 5,000.00		\$ 20,000.00		
Air Compressor Road Bore	\$ 250.00	\$ 125.00		\$ 1,250.00		\$ 6,250.00		\$ 25,000.00		

MATERIAL RATES	Mark UP	COST	MARK-UP	SUBTOTAL	LINE ITEM TOTAL
Materials Purchased for Specific Job	25%	19574	\$ 4,893.50		\$ 24,467.50
Materials from Stock	25%		\$ -		
Subcontract Labor	20%	9500	\$ 1,900.00		\$ 11,400.00
MATERIAL RATES TOTAL					\$ 35,867.50
SUBTOTAL					\$ 51,317.50
GRAND TOTAL					\$ 51,317.50

PERFORMANCE & PAYMENT BOND	(Yes/No)	No	2%

Company Name: RCM Utilities, LLC
Authorized Representative/ Title: Christopher R. Creech, Mgr.

Signature: *Christopher R. Creech*

Date: 12/3/23

CONSENT ITEMS 2.4

Approval to Purchase Meter Reading AMI Collectors

Issue:

Approval to Purchase Two (2) AMI R900 Gateways (Collectors).

Background:

This request is to purchase two (2) AMI R900 Gateways (Collectors) in areas where we have quite a few missed meter readings possibly due to trees, buildings, etc. which may be blocking the signals from the meter reading antenna.

Attachment(s):

1. AMI Meter Reading Additions

Fiscal Impact:

Included in the approved FY 2023/2024 budget - \$76,000 (Ferguson quote \$75,998.00).

Staff Recommendation:

Staff recommends City Council's approval of the Data Gateways and associated materials as presented.



FEL-TAMPA, FL WATERWORKS #044
8008 E. SLIGH AVE.
TAMPA, FL 33610-0000

Phone: 813-627-1240
Fax: 813-627-1299

Deliver To:
From: Tyler Stargel
Comments:

08:10:28 NOV 30 2023

Page 1 of 1

FEL-TAMPA, FL WATERWORKS #044

Price Quotation

Phone: 813-627-1240

Fax: 813-627-1299

Bid No: B534657
Bid Date: 06/26/23
Quoted By: TDS

Cust Phone: 813-780-0008
Terms: NET 10TH PROX

Customer: CITY OF ZEPHYRHILLS
39421 SOUTH AVE
CITY MAINTENANCE BUILDING
ZEPHYRHILLS, FL 33542

Ship To: CITY OF ZEPHYRHILLS
39421 SOUTH AVE
CITY MAINTENANCE BUILDING
ZEPHYRHILLS, FL 33542

Cust PO#:

Job Name: AMI COLLECTORS

Item	Description	Quantity	Net Price	UM	Total
N13458000	GATEWAY R900 CELLULAR V4	2	9305.000	EA	18610.00
N13146100	R900 GATEWAY RF ANTENNA	2	438.000	EA	876.00
N13068200	130W SOLAR PNL SM POLE 2-4	2	3550.000	EA	7100.00
N13699203	NETWORK INST	1	49412.000	EA	49412.00
Net Total:					\$75998.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$75998.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=44&on=62585>

CONSENT ITEMS 2.5

Request Council President Sign a Hazard Mitigation Grant

Issue:

Request for Council President to sign a Hazard Mitigation Grant to waive the City's Sub-Recipient Management Costs.

Background:

Earlier this year, the Utilities Department submitted a Hazardous Mitigation Grant request through the Pasco County Emergency Management Division. The grant request is for Hurricane Ian through FEMA for ten (10) permanent emergency generators for specific lift stations to prevent sewer overflow during emergency situations.

Attachment(s):

1. FEMA HMGP SRMC Form

Fiscal Impact:

The total project request is \$1.3 million with a local share portion of \$325,000.00.

Staff Recommendation:

Staff requests City Council sign the Hazardous Mitigation Grant as presented.



Hazard Mitigation Grant Program Sub-Recipient Management Cost (SRMC) Request Form

Project ID#: 4673-(223) County: Pasco Modification #: _____

Sub-applicant: City of Zephyrhills

Project Title: City of Zephyrhills, Multiple Pump Stations, Generators

Point of Contact

Name: John Bostic III

Title: Utilities Department Director

Agency: City of Zephyrhills

Address: 5535 8th St, Zephyrhills, FL 33542

Phone: (813) 780-0008

Email: jbostic@ci.zephyrhills.fl.us

Current Federal Share Amount: \$ 973,644.00 Cost Share Percentage: 75.000000000%

Project Budget Information

Phase I	Federal	Local	Total	Available SRMC Funds
Funding Request			\$ -	\$ -
Non-Phased or Phase II				
Funding Request	\$ 973,644.00	\$ 324,548.00	\$ 1,298,192.00	\$ 64,909.60
Project Total				
	\$ 973,644.00	\$ 324,548.00	\$ 1,298,192.00	\$ 64,909.60

Sub-Recipient Management Costs Details

A. Personnel (In-House Labor) *If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)

Position	Base Rate	Fringe %				Total Rate	Hours	Costs
		FICA	Health Insurance	Retirement	Other			
Pre-Award								\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
Estimated Subtotal:								\$ -

Narrative:

B. Contractual Services

Company Name(s) or Consultant(s)	Purpose	Costs
Pre-Award	Application Development	\$ -
Estimated Subtotal:		\$ -

Narrative:



Hazard Mitigation Grant Program Sub-Recipient Management Cost (SRMC) Request Form

Project ID#: 4673-(223) County: Pasco Modification #: _____
Sub-applicant: City of Zephyrhills
Project Title: City of Zephyrhills, Multiple Pump Stations, Generators

C. Indirect Costs * Optional: if you choose this option, you will have to include it on all awards for the referenced disaster.

Description	Base	Rate	Costs
De Minimis Indirect Cost Rate	\$ -		\$ -
Estimated Subtotal:			\$ -

Narrative:

Indirect costs are based on the maximum De Minimis Indirect Cost Rate of 10.00% on Total Direct Labor (Personnel + Fringe).

D. SRMC Pre-Award

Pre-Award Sub-Recipient Management Cost is requested in the amount of:	\$ -
Start Date:	
Total Estimated Sub-Recipient Management Cost Request:	\$ -
Maximum amount that can be claimed (5%)	\$ 64,909.60
If negative, adjust budget above by amount shown	\$ 64,909.60

Strategic Funds Management (SFM) - Sub-Recipient Management Costs (SRMC) need to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC

Year 1	Year 2	Year 3	Total Estimated SRMC Request
			\$ -

Sub-Recipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign this request

☒ Our organization is declining the use of SRMC funding for the referenced project.
**Authorized Agent must sign for declining funds

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: Lance A. Smith Authorization: _____
Title: City Council President
Signature: _____ Date: 12/26/2023

CONSENT ITEMS 2.6

Approval of Sanitation Flatbed Purchase

Issue:

Purchase Flat Bed Truck for Sanitation Department

Background:

The FY 23-24 Capital Budget includes the purchase of a flat bed truck to be used by the Sanitation Division.

Attachment(s):

1. Sanitation Flat Bed Quote FY 23-24

Fiscal Impact:

Sanitation FY 23-24 Capital \$80,000 - The actual purchase price not to exceed \$74,345.00

Staff Recommendation:

The City Manager and Public Works Director approve this purchase as presented.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	50811-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
12/7/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/7/2023

REQUESTING AGENCY	ZEPHYRHILLS, CITY OF			
CONTACT PERSON	JACOB HOOD	EMAIL	JHOOD@CI.ZEPHYRHILLS.FL.US	
PHONE	813-862-6178	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	F3H 640A	MSRP	\$65,465.00
2024 FORD F-350 REGULAR CAB CHASSIS DRW 4WD XL 60" CA 145" WB			
CUSTOMER ID		NJPA PRICE	\$52,605.00
BED LENGTH	60" CA		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,990.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$315.00
640A	Order Code 640A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$0.00
872	Rear View Camera & Prep Kit	\$410.00
TD8	Tires: LT245/75R17E BSW PLUS A/S (6)	\$0.00
X4N	Limited Slip w/4.10 Axle Ratio	\$390.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$11,105.00
FS MPS62U-4	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle.		\$810.00
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)		\$200.00
DVA 9GOOSE	CM Truck Beds 9' dual rear wheel gooseneck flatbed body, painted black. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires 60 CA.		\$8,400.00
DVA 7/4 WIRE	7 pin round with 4 wire flat trailer wiring harness.		\$155.00
DVA CLIV	Class IV Trailer Hitch and 7-pin round wire harness.		\$825.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00

		CONTRACT OPTIONS	\$10,635.00
TRADE IN			
		TOTAL COST	\$74,345.00
		YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00
		TOTAL COST LESS TRADE IN(S)	QTY 1 \$74,345.00

Estimated Annual payments for 60 months paid in advance: \$16,650.22

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY	ASHLEE WILSON	GOVERNMENT ACCOUNT MANAGER	Ashlee.Wilson@AlanJay.com
"I Want to be Your Fleet Provider"			
I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.			



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA

MSRP:\$52,345.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F3H	[Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA	\$52,345.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$320.00
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
640A	Order Code 640A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00

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Data Version: 21139. Data Updated: Dec 5, 2023 6:54:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

86M	Dual 68 AH/65 AGM Battery	Inc.	
872	Rear View Camera & Prep Kit		\$415.00
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20		\$9,995.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat		\$0.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)		\$0.00
X4N	Limited Slip w/4.10 Axle Ratio		\$395.00
Z1	Oxford White		\$0.00
SUBTOTAL			\$63,470.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$65,465.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Data Version: 21139. Data Updated: Dec 5, 2023 6:54:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Standard Equipment

Mechanical

- Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
- Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
- HD 250 Amp Alternator
- Towing Equipment -inc: Brake Controller and Trailer Sway Control
- Trailer Wiring Harness
- 7690# Maximum Payload
- GVWR: 14,000 lb Payload Package
- HD Shock Absorbers
- Front And Rear Anti-Roll Bars
- Firm Suspension
- Hydraulic Power-Assist Steering
- 40 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Dual Rear Wheels
- Auto Locking Hubs
- Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Upfitter Switches

Exterior

- Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)
- Tires: LT245/75Rx17E BSW PLUS A/S (6) -inc: Spare may not be the same as the road tire (STD)

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Data Version: 21139. Data Updated: Dec 5, 2023 6:54:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Exterior

- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cab Clearance Lights
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- FordPass Connect 5G Mobile Hotspot Internet Access
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning

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Interior	
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration

Safety-Mechanical	
	Driveline Traction Control

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Safety-Exterior

Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Departure Warning
- Collision Mitigation-Front
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
- Safety Canopy System Curtain 1st Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	6960 lbs	Gross Axle Wt Rating - Front	5200 lbs
Gross Axle Wt Rating - Rear	10300 lbs	Curb Weight - Front	3522 lbs
Curb Weight - Rear	2711 lbs	Option Weight - Front	701.00 lbs
Option Weight - Rear	26.00 lbs	Reserve Axle Capacity - Front	977.00 lbs
Reserve Axle Capacity - Rear	7563.00 lbs	As Spec'd Curb Weight	6960.00 lbs
As Spec'd Payload	7040.00 lbs	Maximum Payload Capacity	7767.00 lbs
Gross Combined Wt Rating	34500 lbs	Gross Axle Weight Rating	15500.00 lbs
Curb Weight	6233.00 lbs	Reserve Axle Capacity	8540.00 lbs
Total Option Weight	727.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	17500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1750 lbs
Fifth Wheel Hitch - Max Trailer Wt.	26100 lbs	Fifth Wheel Hitch - Max Tongue Wt.	6525 lbs
Maximum Trailering Capacity	17500 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	5200 lbs	Spring Capacity - Rear	10300 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	6000 lbs	Axle Capacity - Rear	10300 lbs

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Chassis

Suspension

Axle Ratio (:1) - Front	4.10	Axle Ratio (:1) - Rear	4.10
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TD8	Rear Tire Order Code	TD8
Spare Tire Order Code	N/A	Front Tire Size	LT245/75SR17
Rear Tire Size	LT245/75SR17	Spare Tire Size	N/A
Front Tire Capacity	5820 lbs	Rear Tire Capacity	11640 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear	649	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 6.5 in	Rear Wheel Size	17 X 6.5 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	48.6 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.3 in
Rear Brake Rotor Diam x Thickness	14.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Chassis

Fuel Tank

Fuel Tank Capacity, Approx	40 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	145 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	230.7 in
Width, Max w/o mirrors	80 in	Height, Overall	81 in
Overhang, Front	38.3 in	Overhang, Rear w/o bumper	47.2 in
Front Bumper to Back of Cab	N/A	Cab to Axle	60 in
Cab to End of Frame	107.2 in	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	34.1 in
Ground Clearance, Front	7.8 in	Ground Clearance, Rear	7.8 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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CONSENT ITEMS 2.7

Approval of Stormwater Emergency Generator Purchase

Issue:

Emergency Generator Purchase

Background:

Stormwater Pumping Station No. 5 (1st Street & 14th Avenue) currently does not include back up emergency power. This generator purchase will provide back up emergency power in the event of a power failure.

Attachment(s):

1. SWPS RP5 Task Authorization
2. RCM Zephyrhills SWPS RP5 Proposal (1)

Fiscal Impact:

FY 23-24 Stormwater Capital Budget (Gas Tax) includes \$170,000 for the purchase and installation of this emergency generator. Actual furnish and install price: \$146,171.11

Staff Recommendation:

The City Manager and Public Works Director approve the purchase of this emergency generator as presented.



Construction & Maintenance

December 14, 2023

To: City of Zephyrhills
RE: SWPS RP5 Generator

- Purpose
 - Task authorization for construction services as requested from
- Compensation and Contract
 - A budget for the work as stated totaling \$146,171.11 has been submitted on the Annual Lift Station Emergency Repairs and Rehabilitations - Project # 22B-199. Please note that this contract meets all FAC regarding piggyback contracting.
- Scope
 - Install 125kW Cummins Diesel Genset w/ Transfer Switch and two new 12" gate valves on discharge lines.

Owner:

City of Zephyrhills

By: _____

Contractor:

RCM Utilities, LLC

By: Christopher R. Creech
Christopher R. Creech

RCM UTILITIES, LLC
1451 Pine Grove Rd
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com
www.rcmutilities.com



Estimate

ADDRESS

City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542

ESTIMATE # 3886

DATE 12/15/2023

EXPIRATION DATE 01/14/2024

JOB NAME

SWPS RP5 Generator

DESCRIPTION	AMOUNT
RCM Utilities to furnish materials, labor, and equipment for the following scope of supply:	
- Install C125D6D Diesel Genset (60Hz, 125kW) with 225A Automatic Transfer Switch.	146,171.11
- Genset has 48 hour minimum run time fuel tank (480 gallons).	
- Genset is equipped with level 2 sound enclosure.	
- Automatic Transfer Switch to be installed next to existing control panel.	
- Genset to be installed on new concrete pad.	
- Concrete pad to be approximately 10" above grade.	
- 12' wide driveway to be installed from the Genset pad to the road.	
- New double swing gate to be installed on new driveway.	
- Remove and install two new 12" gate valves on the station's discharge piping.	
- Class 1 aluminum lightning protection system with copper downlead conductors terminating at 5/8"x20' copper clad ground rods with one class 1 copper counterpoise to be installed on generator.	
NOTES	
- City of Zephyrhills Contract #41-19-30 Expiration Date: August 11, 2025.	
- Generator will be mounted on top of the fuel tank.	
- Generator to be approximately 2'-3' above grade.	
- One day of MOT included for setting generator.	
- Site restoration to include back filling and compacting only.	
- All seeding, rock, and sod to be done by others.	
- RCM Utilities warrants all supplied materials and workmanship to be free of defects for a period of one year after installation.	

A blue ink signature of Mark Getchell, written in a cursive style.

Mark Getchell
Project Manager
Cell – (352) 818-0058
Email – mark@rcmutilities.com

TOTAL

\$146,171.11

Accepted By

Accepted Date

CONSENT ITEMS 2.8

Award Accreditation Consultant Bid # 35-23-02

Issue:

The approval by the City Council on the ranking selection in response to RFQ 35-22-02 Professional Services for Re-Accreditation Services.

Background:

On October 1, 2023, the City distributed a Request for Qualifications 35-22-02 for Professional Services-Re-Accreditation Services. The solicitation was distributed through Tampa Bay Times and BidNet Direct online. BidNet had seven (7) firms downloaded the solicitation. On October 30, 2023, the City received one (1) response from Frank Ruggiero Consultants LLC, to our solicitation which was from Frank Ruggiero who ranked at 285 out of 300 possible points.

Written Evaluation Criteria				
	Points	Brewer Rank	Gardner Rank	LeBlanc Rank
Technical Depth	35	30	30	34
Experience & Qualifications of Firm	20	20	20	19
Experience & Qualification of Team Members	15	15	15	15
Similar Successful Municipal Projects	15	15	15	15
References	10	10	10	9
Project Team Location	5	3	5	5
Total	100	93	95	97

The Evaluation Community which consisted of Chief Brewer, Shane Le Blanc and Lt. Gardner met on November 4, 2023 to discuss their ranking of the written responses. Due to the specialty of experience and services the City only received one (1) response. The evaluation committee chose to proceed in the selection based on the ranking; experience and the knowledge he will

bring to the City. It was decided to forego the interview process.

The City's purchasing department reviewed the response and found their response was responsible and responsive.

Attachment(s):

1. RFQ 352302 ReAccreditation Services (1)
2. RFQ Response
3. Pricing
4. PA Evaluation
5. Ranking Sheets
6. Affidavit

Fiscal Impact:

Fiscal Year 2023- 2024 \$60,000

Staff Recommendation:

After careful review by the City and the Evaluation Committee, it is our recommendation for Council to approve the ranking results and start negotiation with Frank Ruggiero Consultants, LLC

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**City of Zephyrhills
RFQ Form**

PROJECT IDENTIFICATION NUMBER: 35-23-02

PROJECT NAME: Professional Services for Re-Accreditation Services

RFQ DEADLINE: Monday, October 30, 2023 before 10:00 a.m.

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualifications is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ *Date* _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR QUALIFICATIONS

- 1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."
- 1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event the proposer whom the contract is awarded does not execute a contract within thirty (30) days after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked firm, or to call for new responses.

After a contract is signed, failure to comply with any of the terms and conditions of this RFQ by the awarded firm will be cause for termination of the "**Professional Services for Re-Accreditation Services Agreement**".

- 1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may fax or e-mail their requests for additional information or clarifications in accordance with Article 1.4 Cone of Silence. Facsimiles must have a cover sheet that includes the Proposer's name, the RFQ number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than Friday, October 27, 2023, by 2:00 PM.**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter.

- 1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.
- 1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Professional Services for Re-Accreditation Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

- 1.6 Response Package: Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers shall make the necessary entry in all blanks and forms provided for the Response.
- 1.6.1 Each response that is submitted for evaluation must meet the requirements specified in the RFQ.
- 1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.6.3 Any submittal found unacceptable will not be considered for selection for this project.
- 1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFQ Section 1.3. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.
- 1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.
- 1.10 Reject Responses: The City of Zephyrhills, Florida reserves the right to reject any or all responses, waive informalities, request additional information and to negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 Firm's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFQ are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.
- 1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed there under. Conduct no activity or provide any service that is unlawful or offensive.
- 1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

1.14 Indemnification and Insurance Requirements

Indemnity: Firm shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Firm, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. Firm recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the Firm of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

1.15 Termination (Cause and/or Convenience).

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ninety (90) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Firm at the time of termination may be adjusted to cover any additional costs to the local government because of the Firm's.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the Firm for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the Firm relating to commitments which had become firm prior to receipt of the notice of intent to terminate.

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Firm shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Firm in performing this contract, whether completed or in process.
- e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the Firm to fulfill contractual obligations, it is determined that the Firm had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 Insurance:

Firm shall, at its sole cost and expense, procure and maintain throughout the term of the contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 (this could be \$2,000,000 depending on the amount of the contract) combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany the signed contract. Said insurance coverages procured by the Firm as required herein shall be considered, and the Firm agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Firm as required.

Nothing shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

1.17 Builders' Risk Coverage:

For any contracts that may apply to the following in the first sentence should also include statement below. If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Firm shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the

Firm's sub consultants of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Firm shall be responsible. The risk of loss whether insured or not shall remain with the Firm until final acceptance. Upon request, Firm shall furnish to the City complete copies of the insurance policy.

1.18 RFQ TIME TABLE

The anticipated schedule for the RFQ and contract approval is as follows:

Description	Date/Time
Distribution / Advertised	Sunday - Oct 1st
Pre-Conference	None
Question Deadline	Friday – Oct 27 2 PM
RFQ Deadline	Monday-Oct 30 10 AM
Evaluation / Interviews	Oct 31 – Nov 15th
Presented to City Council	Monday-Nov 27 6 PM
Fees Submitted	Tuesday-Nov 28 10 AM

- 1.19 RFQ Availability: RFQ documents, plans, addendums can be viewed and downloaded from BidNet Direct www.bidnetdirect.com. Registration is FREE. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills prior to any work with the City. Should you have questions concerning this site, Customer Service number is 800-835-4603 to provide assistance. Responses will be opened after the deadline online. A listing of those firms who submitted a response will be posted.

- 1.20 Response Submission: One electronic response package shall be uploaded on BidNet Direct www.bidnetdirect.com, prior to the Opening time of **Monday –October 30 by 10:00 a.m.**

The upload to BidNet Direct in response to the City of Zephyrhills RFQ prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the issues caused in uploading or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Firm must affix their corporate seal (if any) to the response. In the absence of a corporate seal, the response must be notarized by a Notary public.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the Firm to perform the required services at the stated fees.

Each Firm is solely responsible for the reading and completely understanding the requirement of this RFQ. The opening time shall be and must be scrupulously observed. Under no circumstances will responses delivered to the office be accepted. All responses are to be uploaded via BidNet Direct online. Late submissions is not accepted on BidNet Direct.

- 1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.

The ranking committee will present their recommendations to the City Manager based on their review of the written responses. The City Manager will present the Committee's recommendations to City Council for their consent for approval. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.

1.22 Written Selection Process.

Step 1. The City will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.

Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the responses using the criteria below. Responses will be evaluated and ranked or scored.

- 1.23 Oral Presentation: A formal oral presentation may be required by each firm/consultant that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's response or to exhibit or otherwise demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.
- 1.24 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written and interview (if applicable) responses based on various criteria including but not limited to:
- Approach to the implementation, performance and satisfaction of City requirements
 - Firm's professional skills and credentials.
 - Firm's quality and references
 - Firm's understanding and success of similar projects.
 - Ability to perform the work within the stated timeframe.
- 1.25 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that firm and the City shall initiate negotiations with the second ranked firm to arrive at an acceptable contract, and so on.

The final negotiated contract is presented to City Council for approval and authorization by the City Manager.

- 1.26 Fee Rates. Fee rates will be solicited from the short-listed candidates. Fee rates shall be submitted to the Purchasing Agent via email (kmiller@ci.zephyrhills.fl.us) **on Tuesday, day after the City Council Monday meeting.** Mark your emails “**FEE RATES-35-23-02-Company Name**” in the subject line. Emails containing the Fees will be opened on Tuesday to be used with the negotiations, starting with the number one ranked.

- 1.27 Exception to the RFQ. Firms may take exceptions to any of the terms of this RFQ unless the RFQ specially states where exceptions may not be taken. Should a Firm take exception where none is permitted, the response will be rejected as nonresponsive. All exceptions taken must be specific, and the Firm must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank responses.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the responses will be evaluated based on the responses as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Firm furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.28 Openness of Procurement Process. Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFQ, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any response once submitted.

- 1.29 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

- 1.30 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Firm’s best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Firm. If the City and the selected Firm cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Firm. This process will continue until a contract has been executed or all Firms have been rejected. No Firm shall have any rights against the City arising from such negotiations.

- 1.31 Right to Protest. Any actual or prospective Firm who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.

1.32 Acceptance of Applicable Policies & Procedures.

1.32.1 Firms responding to this RFQ agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this lease(s).

1.32.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.

1.33 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.

1.34 Public Records: In accordance with 119.0701 F.S. Firm shall:

IF CONSULTANT OR FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

1.35 ACH-EFT Payments: The City will make payments for services provided under this contract by means of an ACH-EFT process.

SECTION 2

2.0 RFQ for PROFESSIONAL SERVICES FOR RE-ACCREDITATION SERVICES

2.1 **Purpose:** The City of Zephyrhills (hereinafter "City") is requesting qualifications from interested firms/consultants who have extensive knowledge and experience with the Florida Law Enforcement Re-Accreditation process to assist the Zephyrhills Police Department in achieving re-accreditation status through the Commission for Florida Law Enforcement Accreditation (CFA). The Scope of Work for this RFQ includes but is not limited to:

- Assisting with the Department's re-accreditation efforts with the Commission for Florida Law Enforcement Accreditation.
- Identifying areas for improvement based on the CFA accreditation standards
- Assisting with the retention of records and documentation related to the accreditation process.
- Working with the leadership to review policies and procedures in the Power DMS system.
- Conduct Department facilities inspections to identify areas out of compliance with accreditation standards.
- Assist Department leadership with communications, contracts, and meetings with Florida CFA officials.
- Be present for all onsite inspections by Florida CFA officials.
- Ensuring the Department is keeping up to date with any CFA accreditation standard changes.
- Providing necessary training to Department leadership and/or staff relating to the re-accreditation process.
- The successful firm should be located within 100 miles from the Department

The ideal firm/consultant will possess at least the following qualifications:

- At least 10 years of experience as a certified Florida Law Enforcement Officer.
- Extensive knowledge of the Florida accreditation process for law enforcement.
- At least 5 years of experience as CFA accreditation manager working in Florida law enforcement agencies.
- Experience with successfully leading (as a CFA accreditation manager) a Florida Law Enforcement agency through its initial CFA accreditation process.
- Experience with successfully leading (as a CFA accreditation manager) a Florida Law Enforcement agency through its first reaccreditation process.
- Experience in performing Florida police agency accreditation assessments statewide for the CFA.
- Experience as CFA team leader in performing CFA assessments statewide.
- Experience on the CFA Standard Review and Interpretations Committee.
- Experience with police policy and directive formulation.
- Experience with Power DMS and Power DMS standards programs for CFA accreditation.

2.2 **Award of Contract:** Award of a term contract does not guarantee that the respondent will be employed on a regular basis during the contract term, nor does it guarantee a minimum number of task orders or minimum compensation to be awarded. Nothing in this RFQ or subsequent consultant selection process shall be construed to imply that the resultant term contract is exclusive for the provision of all professional services to the City.

- 2.3 CONTRACT TERM:
- 2.4.1 Basic Period: Three (3) years becoming effective after successful negotiations and a signed agreement.
- 2.4.2 Optional Extensions: None

3.0 PACKAGE CRITERIA

- 3.1 **COVER LETTER**-optional--can be submitted, one page maximum, to serve only as a transmittal document. The optional cover letter shall not include any information to be considered for evaluation by the Selection Committee.
- 3.2 **TABLE OF CONTENTS** for PROFESSIONAL SERVICES FOR ACCREDITATION SERVICES is to be completed by the submitting firm response via BidNet online.
 - 3.2.1 Please arrange in the order indicated on the TABLE OF CONTENTS
 - 3.2.2 The page numbers should indicate the location for each of the listed items.
 - 3.2.3 **FIRM DATA SHEET** for the prime firm only.
 - 3.2.4 Responses to the evaluation criteria
 - Each of the criteria in Section 2.1 must be specifically addressed
- 3.3 The response information should be included on either the forms provided in this RFQ, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.
- 3.4 **One** electronic complete copy is to be submitted via BidNet Direct which must contain the following:
- 3.5 Approach to Projects and Ability to Furnish Required Services
 - 3.5.1 Indicate if services listed in Section 2 will be provided by applicant or by sub consultant firm. **No sub consultant will be accepted for this service.**
 - 3.5.2 Relative to the scope of services for this RFQ, describe the specific abilities of the firm. Describe how you plan for the services and how those plans are to be executed.
 - 3.5.3 Include any innovative approaches to providing the services to or implementing the project.
 - 3.5.4 Briefly describe your Quality Assurance/Quality Control Program.
- 3.6 Ability of Professional Personnel
 - 3.6.1 Attach resumes only for key personnel of the Project Team, detailing past experience as it relates to similar types of projects. Resumes should be tailored to reflect relevant experience similar in scope and complexity to the ones listed for this RFQ.
 - 3.6.2 Submit organizational charts delineating **key** personnel. Explain their roles in your organization and how their past experience enhances their roles.
- 3.7 Successful Experience with Similar Projects
 - 3.7.1 List ALL working experience as a CFA Accreditation Manager in Florida Law Enforcement.

3.7.1.2 Each listed experience, provide the following information:

- Agency/Committee
- Location
- Point of Contact, Phone Number & Email
- Start / Completion Date.
- Type/Scope of services provided.
- Contracted Services completed within budget? If not, why.
- Contracted Services completed on time? If not, why.
- Any other issues

3.8 Location

- 3.8.1 Which office/location will you're the consultant or team be based from for these services; whether work will be performed by Prime consultant/firms, and who in the Firm's organizational chart will oversee performance of that work.
- 3.8.2 Specify the member(s) and their location. Where key personnel are not stationed locally, describe how they will be successfully integrated into the team for timely coordination on needs and deadlines. The team location should be in the greater Tampa Bay region, within a **100 miles** radius of Zephyrhills.

SECTION 4

4.0 EVALUATION CRITERIA & RANKING PROCESS

- 4.1 General Ranking. The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.
- 4.2 Selection Criteria. All responses shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the response:

Written Evaluation Criteria:

- | | |
|---|------------------|
| • Technical Depth | 35-Points |
| • Firm's Experience & Qualifications | 20-Points |
| • Team Members Experience & Qualifications | 15-Points |
| • Address all Qualifications listed in Section 2.1 | 15-Points |
| • References | 15-Points |

References may be called regarding the level of satisfaction with services rendered by the firm, technical ability, cost, and education of and presentation to Governing bodies.

Interview Evaluation Criteria:

- | | |
|---|------------------|
| • Overall Impression of Key Members | 20-Points |
| • Methodology Presented to Assure Success | 20-Points |
| • Ability to Ensure Success within time & budget | 20-Points |
| • Implemented Successful Training | 10-Points |
| • Communication | 10-Points |
| • Responses to Questions & Problem Solving | 20-Points |

- 4.3 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing along with the details regarding the meeting at City Hall, 5335 8th Street, Zephyrhills, Florida.

The time allotted to each firm for the presentation and interview shall not exceed forty-five (45) (5 minutes for setup, 35 minutes for presentation and questions/answers, and 5 minutes knock-down). If the length of time allowed is changed, the firms will be notified. All members of the Evaluation Committee will be present during the formal interview.

- 4.4 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information on your firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on their detailed plan for the tasks, evaluations, interviews,

schedule and quality of the survey and any unique characteristics or services the firm offers. Please allow time enough for the committee to ask questions.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the interview process. All key personnel should be present at the interview.

SECTION 5

5.0 FORMS

- COVER SHEET FOR RESPONSE
- TABLE OF CONTENTS FOR PROFESSIONAL CONSULTANT RESPONSE
- FIRM DATA SHEET
- SUB-CONSULTANT RESPONSE FORM - *Not Accepted on this Service*
- APPROACH TO AND ABILITY TO PROVIDE REQUIRED SERVICES
- ABILITY OF PROFESSIONAL PERSONNEL
- SUCCESSFUL EXPERIENCE WITH SIMILAR ACCREDITATION PROJECTS
- EFFECT OF FIRM'S TEAM LOCATION ON RESPONSES
- REFERENCES
- LICENSES and CERTIFICATIONS
- FORMS
 - DRUG FREE WORKPLACE FORM
 - PUBLIC ENTITY CRIMES
 - ADDENDA ACKNOWLEDGEMENT
 - NON-COLLUSIVE AFFIDAVIT
 - E-VERIFY
 - ERROR & OMISSIONS
 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION FORM
 - RFQ ACCEPTANCE

TABLE OF CONTENTS
FOR
PROFESSIONAL SERVICES FOR RE-ACCREDITATION SERVICES RESPONSE

S A M P L E C O P Y

FIRM: _____

PROJECT: _____

<u>ITEM</u>	<u>PAGE NUMBER</u>
-------------	--------------------

COVER LETTER (OPTIONAL)

FIRM DATA SHEET

SUB CONSULTANT DATA SHEET -*NOT ACCEPTED FOR THIS SERVICE*

ABILITY TO FURNISH REQUIRED SERVICES

ABILITY OF PROFESSIONAL PERSONNEL

- NARRATIVE
- ORGANIZATION CHART
- RESUMES

SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

- REFERENCES

EFFECT OF TEAM LOCATION ON RESPONSE

- LICENSES - *PLEASE PROVIDE CERTIFICATION AND LICENSES*

FORMS

- DRUG FREE WORKPLACE
- PUBLIC ENTITY CRIMES
- ADDENDA ACKNOWLEDGEMENT
- NON-COLLUSIVE AFFIDAVIT
- E-VERIFY
- RFQ ACCEPTANCE
- ERRORS OR OMISSIONS
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & EXCLUSION FORM

35-23-02 FIRM DATA SHEET – Professional Services for Re-Accreditation Services

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

Type Ownership: _____

Submittal for _____ Parent Company

_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

RFQ 35-23-02
Professional Services for Re-Accreditation Services
Business References (For Similar Program/Projects)
(Minimum 5 references)

SAMPLE COPY

-
1. Name of Agency/Committee
Address/Location
Start/Completion Date
Was this your 1st Accreditation or ReAccreditation:
Contracted Amount
Contact Person, Title, Phone Number, Email
Description of Work Performed:
Did they accept/implement your recommendations
If not, why?
 2. Name of Agency/Committee
Address/Location
Start/Completion Date
Was this your 1st Accreditation or ReAccreditation:
Contracted Amount
Contact Person, Title, Phone Number, Email
Description of Work Performed:
Did they accept/implement your recommendations
If not, why?
 3. Name of Agency/Committee
Address/Location
Start/Completion Date
Was this your 1st Accreditation or ReAccreditation:
Contracted Amount
Contact Person, Title, Phone Number, Email
Description of Work Performed:
Did they accept/implement your recommendations
If not, why?
 4. Name of Agency/Committee
Address/Location
Start/Completion Date
Was this your 1st Accreditation or ReAccreditation:
Contracted Amount
Contact Person, Title, Phone Number, Email
Description of Work Performed:
Did they accept/implement your recommendations
If not, why?

DRUG-FREE WORKPLACE FORM-35-23-02

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO RESPONSE

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES – 35-23-02**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____ (print
individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____,
20__.

Personally known _____

Or Produced identification _____

Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment-35-23-02

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT-35-23-02

State of Florida

County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal (partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Officer

_____ *(Company Name)*

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ by
_____ *(name and title of corporate officer)*
of _____ *(Name of Corporation),*
a _____ *(state or place of incorporation)* corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ *(Identification type)*
as identification.

_____ *(Signature line for notary public)*

_____ *(Name of notary type, printed or stamped)*

_____ *(Title or rank)*

My commission expires: _____

Serial number, if any _____

E-VERIFY

RFQ No: 35-23-02

Project Description: Professional Services for Re-Accreditation Services

Firm/Consultant acknowledges and agrees to the following:

Firm/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

Errors or Omissions – 35-23-02

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☐ No

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet

Company Name: _____

Signature: _____

Date: _____ 2023

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form – 35-23-02

1. The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm:

Name of Company – Please Print

Signature:

Authorized Company Representative

Name/Title:

Address:

Date:

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in **RFQ 35-23-02 Professional Services for Re-Accreditation Services.**

Authorized Signature Date

Printed Name

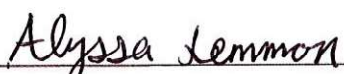
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
_____ day of _____ A.D. 2023

(Seal)

By: _____

Title: _____

AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542			Request for Qualifications Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER	
		FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455	
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/			
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-23-02	10/1/2023	Prof Services - Re-Accreditation Services	Monday - October 30, 2023- before 10 AM
PRE-CONFERENCE ☐ Strongly Recommended ☒ None Scheduled DATE: TIME: Located: TeleConf: https://meet.goto.com/ Ph: Access:			RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Online Responses will be opened after Deadline A list of companies who responded will be posted
SITE VISIT: None Scheduled.			
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.			
RESPONDER'S NAME/ADDRESS: FRANK RUBGIERO LLC 5207 SPIKEHORN DR. N.P.R., FL 34653 TELEPHONE NUMBER: 727-364-9473 EMAIL ADDRESS: FRUGGIERO@TSPD.US			If returning as a "NO" state reason:
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.			FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:  AUTHORIZED SIGNATURE FRANK RUBGIERO / CEO PRINTED NAME/TITLE
THIS FORM MUST BE NOTARIZED BELOW			
Sworn to and subscribed to me this <u>24</u> day of <u>October</u> , 2023 Personally known: ☒ Or produced identification: ☐ Type of ID: _____  Notary Signature <u>FLORIDA</u> State My commission expires: <u>July 26, 2027</u>			AFFIX NOTARY STAMP BELOW  ALYSSA LEMMON Commission # HH 426122 Expires July 26, 2027
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.			

City of Zephyrhills RFQ # 35-23-02

Professional Services for Re-Accreditation Services

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Contract

RFQ 35-23-02

Professional Services for Re-Accreditation services

Firm Data Sheet

Applicant Firm Name: Frank Ruggiero Consultants LLC.

Address: 5207 Spike Horn Dr. New Port Richey, FL. 34653.

Telephone Number : 727-364-9473

Email Address: thiwings2002@gmail.com

FEIN Number: 058644935

Contact Person/Title: Frank Ruggiero CEO

Type Ownership: Self

No Parent Company or former parent company

No other principals in this firm

Present Office is location listed above.

Professional Services for Re-Accreditation services
Approach to projects and Ability to Furnish Required Services

Frank Ruggiero Consultants LLC will assist with the Department's re-accreditation efforts with the Commission for Florida Law Enforcement Accreditation, and;

- Identify areas for improvement based on the CFA accreditation standards
- Assist with the retention of records and documentation related to the accreditation process.
- Work with the leadership to review policies and procedures in the Power DMS system.
- Conduct Department facilities inspections to identify areas out of compliance with accreditation standards.
- Assist Department leadership with communications, contracts, and meetings with Florida CFA officials.
- Be present for all onsite inspections by Florida CFA officials.
- Ensure the Department is keeping up to date with any CFA accreditation standard changes.
- Provide necessary training to Department leadership and/or staff relating to the reaccreditation process.

The office for this firm is located within 100 miles from the Department.

The ideal firm/consultant will possess at least the following qualifications:

At least 10 years of experience as a certified Florida Law Enforcement Officer.
CEO has 33 years of experience.

Extensive knowledge of the Florida accreditation process for law enforcement.
CEO has assisted 4 other departments with obtaining Accreditation within just the previous 3 years.

At least 5 years of experience as CFA accreditation manager working in Florida law enforcement agencies.
CEO has over ten years of accreditation manager experience.

Experience with successfully leading (as a CFA accreditation manager) a Florida Law Enforcement agency through its initial CFA accreditation process.
CEO has completed this with Tarpon Springs Police Department in 2012 and also played a critical role with several other departments over the previous 10 years.

Experience with successfully leading (as a CFA accreditation manager) a Florida Law Enforcement agency through its first reaccreditation process.
CEO has completed this with Tarpon Springs Police Department in 2012 and also played a critical role with several other departments over the previous 10 years.

Experience in performing Florida police agency accreditation assessments statewide For the CFA.
CEO has conducted over 100 assessments for CFA and individual agencies in the previous 10 years.

Experience as CFA team leader in performing CFA assessments statewide.

CEO has conducted numerous assessments as the Team Leader for CFA in the previous 7 years.

Experience on the CFA Standard Review and Interpretations Committee.

CEO currently sits on the CFA Standards Review and Interpretations Committee and has done so since 2017.

Experience with police policy and directive formulation.

CEO has assisted and created policies based on Florida Accreditation Standards and best business practices for several Florida Law Enforcement Agencies.

Experience with Power DMS and Power DMS standards programs for CFA accreditation.

CEO implemented the use of PowerDMS for the Tarpon Springs Police Department in 2011 and then city wide for over 300 general employees in 2018.

ABOUT THE CONTRACTOR MANAGER

During my 33 years in Law Enforcement, I have been extensively involved in and supervised Accreditation, Traffic/DUI enforcement, Traffic Homicide Investigations, Patrol, Training, Recruitment, Communications, Code Enforcement, Property/Evidence room, School Resource Officers, Community Policing and Public Information/Relations.

I began my career with the Pasco County Sheriff's Office in 1990 as a Corrections Deputy. I was promoted to Training Officer in 1993.

I left the Sheriff's Office in 1995 and joined the Port Richey Police Department. In 1997 I was promoted to Field Training Officer and Traffic Homicide Lead Investigator. In 1998 I was promoted to Corporal and agency lead training instructor, my duties included supervising the Communications section, Property Evidence room, Training unit, Traffic Homicide Unit and Patrol. I began re-writing our General Order manual and completed it in late 1999, while working towards CFA Accreditation.

In the spring of 2000, I became employed by Pasco Hernando State College to teach at their Public Safety Academy, teaching Law Enforcement, Corrections and Security Guard Classes.

I am certified and taught all High Liability topics (Firearms, Police Pursuit Driving, Defensive Tactics, Medical First Responder and Conducted Electrical Weapons), crowd control, report writing, Officer Safety and Traffic.

In fall of 2000, I left the Port Richey Police Department and began my career with the Tarpon Springs Police Department working as a patrol officer. In 2001, I was assigned to assist with training. In 2002, I was assigned to administration to re-write the entire General Order manual to comply with Accreditation standards. In 2004, I was assigned as acting patrol supervisor and Traffic Homicide unit supervisor.

In 2005, I was appointed as lead instructor for Traffic Stops and Traffic Crash investigations, at Pasco Hernando State College. I was also selected by the Florida Department of Law Enforcement to assist them with re-writing the traffic and DUI curriculum in Tallahassee later that year.

In 2006, I received officer of the year honors for conducting our agency's first two DUI checkpoints, and assisting Florida Fish and Wildlife Conservation Commission with a Boating Under the Influence task force by training them and assisting with getting their intoxilyzer program back on track, for the Tampa Bay area.

Later on that year our Code Enforcement supervisor, inspector and clerk all retired, so I volunteered to go into the unit to assist with hiring three new employees and training them. In

2007, I had completed all the hiring and training in Code Enforcement and I was promoted to Corporal and placed in training and patrol part time.

In 2009, our School Resource Officer unit supervisor was fired for inappropriate relationships with students and another SRO was placed back on the road for failure to report it, while another SRO also resigned. I volunteered to take this unit over to fix our relationship with the school system. I replaced the entire unit and assigned myself to the high school with a rookie officer and assigned two other veteran officers to cover the middle school and the other to cover our three elementary schools. In 2010, our School Resource Officer unit won best new crime prevention program of the year, from the State of Florida, for the new crime watch program and training we supplied our high school with.

I was appointed as the Accreditation Manager in 2011. In June of 2013, I was promoted to Sergeant and maintained my position. As Accreditation manager we received our initial accreditation in 2012, first reaccreditation in 2015, second reaccreditation in 2018 with the team leader remarking the assessment as flawless, and our third reaccreditation in 2021. I have been conducting assessments for the Commission of Florida Law Enforcement Accreditation since 2013 and was assigned as a Team Leader in 2016. I became a Certified Accreditation Professional in 2017 and was recertified in 2020 and 2023. I was appointed as the Training committee chairman for the Florida Police Accreditation Coalition in 2017 and held that position until my latest promotion in 2021. In 2017, I was also appointed to the Commission of Florida Law Enforcement Accreditation's Standard Review and Interpretations Committee. This committee meets three times a year to review, revise, delete and add standards to the required manuals to obtain and maintain accreditation.

In 2019, I received officer of the year honors for the Tarpon Springs Police Department for my dedication to excellence.

In 2020, I was also named the Assessment Team Leader of the Year by the Commission for Florida Law enforcement Accreditation.

On March 12, 2021, I was promoted to the rank of Major in charge of administration and currently I am still in charge of the Accreditation unit, Recruiting/Hiring , Training unit, THI unit and School Resource Unit while continuing to teach DUI and Traffic Crashes at the Pasco Hernando State College's police academy, Traffic Homicide Investigations for the Florida Public Safety Institute and Several classes for the Florida Police Accreditation Coalition.

Professional Services for Re-Accreditation services
Business References

1. Name of Agency: Tarpon Springs Police Department
Address: 444 South Huey Ave. Tarpon Springs, FL. 34689
Start/Completion Dates: 6/2011 to current
Was this your 1st Accreditation or Re-accreditation? First initial and 3 Re-accreditations.
Contract amount: Full time employee
Contact person: Sgt. Taurean Mathis, 727-938-2849 , tmathis @tspd.us
Description of work performed: Revise General Orders and build files for CFA Compliance
Did they accept/implement your recommendations? Yes
2. Name of Agency: Treasure Island Police Department
Address: 180 108th Ave. Treasure Island Florida
Start/Completion Dates: 2018-2020
Was this your 1st Accreditation or Re-accreditation? No, it was their first Accreditation
Contract amount: N/A
Contact person: Chief John Barkley, 727-547-4595 j barkley@mytreasureisland.org>
Description of work performed: Assisted with training Accreditation Manager, conducted audits and assessments.
Did they accept/implement your recommendations? Yes
3. Name of Agency: Lake Wales Police Department
Address: 133 East Tillman Ave. Lake Wales, FL. 33853
Start/Completion Dates: 1/2022/6/2023
Was this your 1st Accreditation or Re-accreditation? No, it was their first Accreditation
Contact person: Sgt. William Raebig, 863-678-4223 ext. 277, wraebig@lakewalesfl.gov
Contract amount: N/A
Description of work performed: Assisted with training Accreditation Manager, conducted audits and assessments.
Did they accept/implement your recommendations? Yes
4. Name of Agency: Indian Shores Police Department
Address: 19305 Gulf Blvd. Indian Shores, FL. 33785
Start/Completion Dates: 2/2022 to 8/2023
Was this your 1st Accreditation or Re-accreditation? No, it was their first Accreditation
Contact person: Chief Richard Swan, 727-595-5414, rswann@myindianshore.com
Contract amount: N/A
Description of work performed: Assisted with training Accreditation Manager, conducted audits and assessments.
Did they accept/implement your recommendations? Yes
5. Name of Agency: Zephyrhills Police Department
Address: 6118 8th St. , Zephyrhills, FL. 33542
Start/Completion Dates: 3/2022 to 8/2023
Was this your 1st Accreditation or Re-accreditation? No, it was their first Accreditation
Contact person: Chief Derek Brewer, 813-780-0550 dbrewer@police.zephyrhills.fl.us
Contract amount: N/A
Description of work performed: Assisted with training , conducted audits and assessments.
Did they accept/implement your recommendations? Yes

DRUG-FREE WORKPLACE FORM-35-23-02

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that Frank Ruggiero Consultants LLC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Authorized Signature


Date

PUR 062.036
Re.10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES – 35-23-02**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
- by Frank Ruggiero CEO (print
individual's name and title)

for Frank Ruggiero Consultants LLC
(print name of entity submitting sworn statement)

whose business address is

5207 Spike Horn Dr. New Port richy, FL. 34653

and (if applicable) its Federal Employer Identification Number (FEIN) is 058644935

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: Frank Ruggiero.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

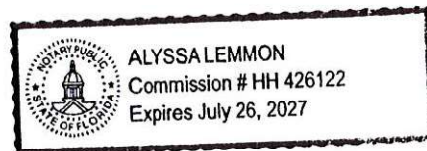
Sworn to and subscribed before me this
2023

19th day of Oct.

Personally known

Or Produced identification
Notary Public – State of

My commission expires
(Type of Identification)



(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment-35-23-02

Addendum # N/A Date _____ Initials _____
Addendum # _____ Date _____ Initials _____
Addendum # _____ Date _____ Initials _____
Addendum # _____ Date _____ Initials _____

Firm Representative:



Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT-35-23-02

State of Florida

County of PASCO.

FRANK Ruggiero Consultants LLC, being first duly sworn, deposes and says that he/she is

FRANK Ruggiero, the party making the fore-going submittal of qualifications or bid that such submittal (partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

[Signature]
Officer

FRANK Ruggiero Consultants LLC.
(Company Name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this 19 day of OCT by FRANK Ruggiero (name and title of corporate officer) of FRANK Ruggiero Consultants (Name of Corporation), a LLC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (Identification type) as identification.

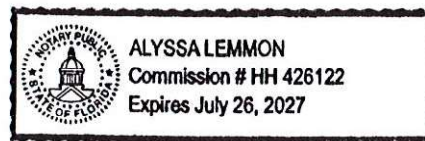
Alyssa Lemmon (Signature line for notary public)

Alyssa Lemmon (Name of notary type, printed or stamped)

(Title or rank)

My commission expires: July 26, 2027

Serial number, if any _____



E-VERIFY

RFQ No: 35-23-02

Project Description: Professional Services for Re-Accreditation Services

Firm/Consultant acknowledges and agrees to the following:

Firm/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: Frank Ruggiero Consultants LLC

Authorized Signature: 

Title: CEO

Date: 10/19/2023

Errors or Omissions – 35-23-02

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☒ No

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet

Company Name: FRANK Riggiano Consultants LLC

Signature: [Signature]

Date: 10/19 2023

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form – 35-23-02**

1. The prospective Vendor, FRANK Ruggieau Consultants LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: FRANK Ruggieau Consultants LLC
Name of Company – Please Print

Signature: 
Authorized Company Representative

Name/Title: FRANK Ruggieau / CEO

Address: 5207 SPIKE HORN DR.
N. P. H. FL 34653

Date: 10/19/23

RFQ ACCEPTANCE

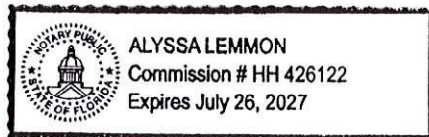
I acknowledge and understand the requirements set forth in **RFQ 35-23-02 Professional Services for Re-Accreditation Services.**

 10/18/23
Authorized Signature Date

FRANK Pugliese
Printed Name

FRANK Pugliese CONSULTANTS LLC.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
19th day of OCT. A.D. 2023



(Seal)

By: _____

Title: _____

Frank Ruggiero Consultants LLC

Pricing Bid Proposal for 35-23-02 Professional Services for Re-Accreditation Services

Compensation: The City agrees to pay the Contractor a sum of Sixty Thousand Dollars (\$60,000.00) per year for three years with an annual increase equal to what the general employees receive starting on October 1, 2024 and then again on October 1, 2025 for the remainder of the contract. All services performed under the terms hereof. As full compensation for all services provided by the contractor shall be paid in increments of either;

1. 26 equal bi-weekly payments or
2. 12 equal monthly payments

This will be determined by the city.

WRITTEN EVALUATION SHEET

RFQ 35-23-02 – Professional Services for Re-Accreditation Services

Evaluator: Chief D. Brewer

Company: Frank Ruggiero Consultants LLC

Written Evaluation Criteria	Points	Earned
Technical Depth	35	30
FIRM'S Experience & Qualification	20	20
TEAM Members Experience & Qualification	15	15
Address all Qualifications listed in Section 2.1	15	15
References	10	10
Project Team Location	5	3
Total	100	93

Comments:

Evaluator's Signature



Date

11/3/23

WRITTEN EVALUATION SHEET

RFQ 35-23-02 – Professional Services for Re-Accreditation Services

Evaluator: Lt. Gardner

Company: Frank Ruggiero Consultants LLC

Written Evaluation Criteria	Points	Earned
Technical Depth	35	30
FIRM'S Experience & Qualification	20	20
TEAM Members Experience & Qualification	15	15
Address all Qualifications listed in Section 2.1	15	15
References	10	10
Project Team Location	5	5
Total	100	95

Comments:

Evaluator's Signature

Yvette J. Gardner

Date

12/31/23

WRITTEN EVALUATION SHEET

RFQ 35-23-02 – Professional Services for Re-Accreditation Services

Evaluator: Shane Le Blanc

Company: FRANK RUGGIERO LLC

Written Evaluation Criteria	Points	Earned
Technical Depth	35	34
FIRM'S Experience & Qualification	20	19
TEAM Members Experience & Qualification	15	15
Address all Qualifications listed in Section 2.1	15	15
References	10	9
Project Team Location	5	5
Total	100	97

Comments:

Evaluator's Signature  Date 03 NOV 23

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

Before the undersigned authority personally appeared **Jean Mitotes** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida, that the attached copy of advertisement, being a Legal Notice in the matter **RE: RFQ 35-23-02** was published in said newspaper by print in the issues of: **10/1/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


Signature Affiant

Sworn to and subscribed before me this 10/01/2023

DB

Personally known	X	or produced identification
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Type of identification produced

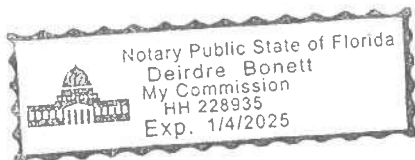
REQUEST FOR QUALIFICATIONS - 35-23-02
PROFESSIONAL SERVICES FOR RE-ACCREDITATION SERVICES

City of Zephyrhills is accepting responses to RFQ 35-23-02 Professional Services for Re-Accreditation Services.

Due Date: Monday, October 30, 2023, 10 AM via BidNet Direct

Documents may be downloaded from BidNet Direct, <https://www.bidnetdirect.com/florida/cityofzephyrhills> on Sunday, October 1, 2023. Registration is FREE. All requirements and documentation are available through this location. It is the sole responsibility of all interested parties to ensure the receipt of any addendums.

For additional information, please post your questions on BidNet Direct
or to Karen Miller, Purchasing Agent at kmiller@ci.zephyrhills.fl.us.
October 1, 2023 0000308892



CONSENT ITEMS 2.9

Approve Accreditation Consultant Agreement No. 37-24-01

Issue:

Management of Accreditation for the Zephyrhills Police Department

Background:

The Zephyrhills Police Department was awarded initial accreditation from the Commission for Florida Law Enforcement Accreditation in October 2023. To maintain certification from CFA, the ZPD must seek reaccreditation in three years. The department would eventually like to employ a full-time on-site accreditation manager. However, hiring a consultant would allow the department to begin the search and training process for the next AM position without concerns about service gaps while trying to fill the vacancy.

Attachment(s):

1. Accreditation Management Consultant Agreement - Zephyrhills Police Department
2. RFQ Response (Exhibit A)

Fiscal Impact:

The total amount of the contract will be \$60,000 per year for the term of three years.

Staff Recommendation:

Staff recommends approval.

ACCREDITATION INDEPENDENT
CONTRACTOR CONSULTANT AGREEMENT - 37-24-01

THIS AGREEMENT is entered into the 8th day of January, 2024 by and between **Frank Ruggiero Consultants LLC**, a Florida Limited Liability Company located at 5207 Spike Horn Dr., New Port Richey, Florida 34653 hereinafter “the Contractor” and the **City of Zephyrhills**, a municipal corporation with offices at 5335 8th St., Zephyrhills, Florida 33542, hereinafter “the City”.

WHEREAS the City requires managed services in the subject of law enforcement accreditation and desires to engage the services of contractor for a period of Thirty Six (36) months beginning on January 9, 2024;

WHEREAS Contractor has an extensive background and is qualified as a subject matter expert in law enforcement accreditation and is willing to provide services to the city based on this background;

WHEREAS the parties do hereby acknowledge and agree that the purpose of this managed services agreement provided by Contractor hereunder are to improve the overall administrative and operational functions of the City’s Police Department and to maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation. The Contractor does promise to use his best, good-faith efforts in carrying out the purposes of this Agreement. The services provided by the Contractor under this Agreement are for the sole benefit of the City;

NOW, THEREFORE in consideration of the terms of this Agreement as set forth herein, the parties do hereby agree to the terms and conditions as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Qualification and Response.** Request for Qualifications (RFQ) 35-23-02 is incorporated into this Contract by reference. Consultant's response to the RFQ is attached hereto and incorporated herein as Exhibit A. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultants response and third looking to the RFQ.
3. **Scope of Services:** Contractor is hereby engaged to perform managed services for the City in respect to evaluating the City’s police department’s current policies, procedures, and all other forms of written directives to maintain and ensure they meet or exceed the minimum standards set forth by the Commission for Florida Law Enforcement Accreditation Program as well as provide the expertise and services necessary for the City’s police department and to maintain distinction as an Accredited Law Enforcement agency under the provisions of the Florida Commission for Law Enforcement Accreditation. The Contractor hereby agrees that it shall:

- a. Research, develop and assist with the publishing of any revisions to any and all existing policies as approved by the City necessary to meet the standards of the Florida law enforcement accreditation program.
- b. Research, develop and assist with the publishing of any and all additional policies as approved by the city, which do not currently exist which would be required to meet the standards of the Florida Law Enforcement Accreditation program.
- c. Set-Up, populate train and assist with the managing of the Power DMS® web portal, specific to the City's police department, to disseminate and maintain all of the police department's written directives, build, populate and manage an assessment system in accordance with the provisions of the Florida Law Enforcement Accreditation Standard Compliance files to include creation of the required standard compliance files to meet the requirements of the Florida Law Enforcement Accreditation Program in affect at the time of any such assessment by the Commission for Law Enforcement Accreditation.
- d. The contractor shall be responsible to create, populate and maintain each standard compliance file within the Power DMS® web portal with a copy or copies of all applicable agency directives, copy or copies of any and all supporting documentation, agency records, photographs, etc. necessary to demonstrate compliance with each program standard.
- e. Each directive and all supporting documentation shall be formatted and highlighted to illustrate how each directive/documentation is applicable and demonstrates compliance to the individual standard.
- f. Perform collection, as necessary of all required or recommended departmental documentation relevant to demonstrating compliance with program standards.
- g. Attend in-person meetings with the City and its representatives to discuss project status, non-compliance issues, departmental issues effecting the project, and/or written directive development purpose and project status.
- h. Stay current and knowledgeable with changes in accreditation standards, operations, reporting requirements, and other issues which may affect the continuing accredited status of the department.
- i. Ensure command staff have fact-based information to make decisions regarding agency policies regarding accreditation standards.
- j. Prepare and submit CFA annual agency report.
- k. Coordinate agency personnel, activities, records and systems with regards to maintaining accreditation standards, including the establishment of proper documentation demonstrating accreditation compliance.

- l. Advise other appropriate individuals of accreditation compliance/non-compliance issues, including but not limited to presenting before the City Council and when necessary recommend corrective action plans.
 - m. Be committed to a high standard of the safety regulations and all of the Department's policies and rules and must be willing to report safety violations and potential policy violations to appropriate supervisory personnel.
 - n. Follow and support the mission, values, organizational philosophies, operational principals, code of conduct, and policies and procedures of the department.
 - o. Be present for and oversee any and all assessments, either mock assessment as mutually arranged for by the city and the contractor, and/or any on-site assessment scheduled by the Florida Accreditation Office.
 - p. Comply with all applicable city and police department policies regarding the use of city computer equipment and systems, social media and internet usage.
 - q. The Contractor shall possess and maintain a current Level 2 Criminal Justice Information Systems (CJIS) Security Awareness certification which currently expires December 9, 2024.
 - r. The parties agree that the contractor shall publicly represent the City and its Police Department as the Accreditation Manager at any and all accreditation related events and/or meetings.
4. The city hereby agrees to provide to the contractor at no-charge the following:
- a. an official Zephyrhills email account for the purpose of communicating with City employees and officials as well as area law enforcement representatives;
 - b. A city owned personal computer with Microsoft Office® Suite and Adobe Acrobat Pro® software installed as well as remote access to the police department's network with CJIS security two factor authentication network in accordance with the City's Criminal Justice Information Systems policy for the purpose of obtaining any documents, photos, statistical reports, certifications, training records etc. necessary to obtain documentation required to demonstrate compliance with any applicable accreditation standards AND access credentials to the city's police headquarters facilities.
 - c. The City shall provide the contractor with a cellular air card or other suitable device to provide internet and network connectivity in accordance with the department's information technology and CJIS policies.
 - d. Acquire and maintain a separate Power DMS® web portal administered and managed by the police department and agrees to obtain a sufficient number of user licenses to provide every member of the police department access rights to a level appropriate for their

position and that a minimum the contractor shall be provided with Master Administrative rights to Power DMS®.

- e. Provide the contractor with read access to agency programs and network (i.e., records management systems, etc.) for the sole purpose to search and to obtain proofs for accreditation standards.
 - f. Access credentials to all areas of the City's Police headquarters facility, except the property & evidence storage area, armory, and any other areas mutually agreed upon by the parties as inappropriate or unnecessary.
5. **Compensation:** The City agrees to pay the Contractor a sum of Sixty Thousand Dollars (\$60,000.00) for all services performed under the terms hereof. As full compensation for all services provided the contractor shall be paid in increments of either;
- a. 26-bi-weekly payments of Two Thousand, Three Hundred, Seven dollars and Sixty Nine cents (\$2,307.69); or
 - b. 12- monthly payments of Five Thousand dollars (\$5,000.00)
6. **Remote Work:** As determined by the Police Chief, the Contractor may work remotely with the exception of the mock assessment and on-site assessment which the contractor will work onsite during those defined weeks. The contractor shall also be required to be on site for those times when his presence is requested or required to be at the police facility. All reasonable expenses arising and incurred by the contractor, shall be reimbursed, assuming same have been authorized prior to being incurred and with the provision of appropriate receipts. Contractor shall submit monthly invoices for all required reimbursement payments.
7. **Progress Reports:** The contractor shall also submit quarterly progress reports outlining the progress made during the previous quarter towards project completion.
8. **Limited Services:** Contractor has represented to the City that he may be able to assist the City and its police department in improving the operational and administrative effectiveness of the City's Police Department and maintain accredited agency status under the provisions of the Commission for Florida Law Enforcement Program. The Contractor assumes no liability for any action(s) by the City, its officers, or employees in violation of the laws of the State of Florida and/or the policies and procedures of the City's police department approved by the City, and the City agrees to indemnify the Contractor as a result of any such willful disregard by its employees, officers, or agents.
9. **Confidentiality and Ownership of Information:** The Contractor expressly agrees not to divulge, publish, or communicate any information regarding the City and or its Police Department to any person(s) or entities without the express written consent of the City. All information obtained by the Contractor during this agreement and all suggestions and

recommendations made by the Contractor to the City shall remain the proprietary information of the City, and the Contractor shall keep all such information confidential.

10. **Independent Contractor:** The parties expressly acknowledge and agree that the services of Contractor will be rendered as an independent contractor. Contractor shall not be considered an employee of City.
11. **Future Managed Services Fees:** Notwithstanding the foregoing, in the event that the City engages Contractor at a later time any such future agreements or extensions to this agreement, shall be in writing and substantially in the same form as this agreement.
12. **Term:** The term of this agreement shall begin on January 9, 2024. Unless otherwise extended by both parties, this agreement will terminate, and all the services required to be provided by the Contractor under this agreement will be completed on or before January 8, 2025.
13. **Indemnification:** Without regard to the fault or negligence of any party, Contractor hereby unconditionally indemnifies, holds harmless, protects and agrees to defend City and its affiliates and each of their owners, franchisees, trustees, officers, employees and agents (collectively referred to as “Indemnified Parties”) from and against any and all claims, demands, damages, losses or liabilities of whatever nature (including, but not limited to, liability to third-parties, fines, penalties and attorneys’ fees, costs and expenses) and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof which arise from: (a) Contractor’s breach of this Agreement; (b) the services provided by Contractor to City; (c) the acts or omissions of Contractor or Contractor’s employees, agents or independent contractors; (d) injuries or damages claimed under workers’ compensation or similar acts by Contractor or the Contractor’s employees, agents or independent contractors; and (e) all other lawsuits, claims, investigations or other proceedings claiming or alleging that Contractor or Contractor’s employees, agents or independent contractors are employees of City. If any lawsuit, audit, investigation or other proceeding is brought against the Indemnified Parties, the Indemnified Parties shall provide written notice to Contractor of such proceeding. Within fifteen (15) days of such notice, Contractor shall assume defense of the proceeding, at its expense, with counsel selected by the Indemnified Parties.
14. **Insurance:** Contractor shall be responsible for paying for all of Contractor’s expenses, including but not limited to all required insurance, licensure and continuing education expenses, incurred in the course of performing any services covered by this Agreement or required in order for Contractor to lawfully provide the services covered by this Agreement. Contractor shall obtain, pay, and provide proof of coverage for professional liability insurance in an amount required by City and name of City as an additional insured as to any such insurance policies.
15. **Termination:** Either party has the right to terminate this agreement upon delivery of written notice of such termination to the opposing party not less than thirty (30) business days in advance of the effective date of termination. In the event of an early termination no refund of

any fees will be due, unless the termination is for failure of contractor to perform the services provided for above. In the event of early termination by the City, the City shall deliver payment to the Contractor for all services provided by the Contractor in accordance with this agreement through the date of the Contractor's receipt of notice of termination.

16. **Attorney's Fees and Venue:** In any pre-litigation, litigation, arbitration, or other proceeding, including appellate fees, by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees and statutory costs. In any action arising out of this Agreement, the venue and jurisdiction for the proceedings will be in Dade City, Pasco County, Florida and Florida law will govern.

17. **Jury Trial Waiver:** The City Hereby waives the right to a jury trial for any action arising out of this agreement whether in tort or contract.

18. **Public Records** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

CITY OF ZEPHYRHILLS, FLORIDA

**FRANK RUGGIERO
CONSULTANTS, LLC**

By: _____
Lance A. Smith, Council President

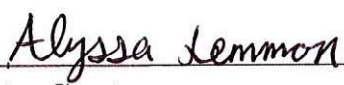
By: _____
Frank C. Ruggiero, Manager

ATTEST:

ATTEST:

By: _____
Lori L. Hillman, City Clerk

By: _____
Print Name: _____
Title: _____

AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542	EXHIBIT A		Request for Qualifications Response Acknowledgement
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us	AN EQUAL OPPORTUNITY EMPLOYER		
	FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455		
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/			
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-23-02	10/1/2023	Prof Services - Re-Accreditation Services	Monday - October 30, 2023- before 10 AM
PRE-CONFERENCE ☐ Strongly Recommended ☒ None Scheduled DATE: TIME: Located: TeleConf: https://meet.goto.com/ Ph: Access:			RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Online Responses will be opened after Deadline A list of companies who responded will be posted
SITE VISIT: None Scheduled.			
VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.			
RESPONDER'S NAME/ADDRESS: FRANK RUBGIERO LLC 5207 SPIKEHORN DR. N.P.R., FL 34653 TELEPHONE NUMBER: 727-364-9473 EMAIL ADDRESS: FRUGGIERO@TSPD.US			If returning as a "NO" state reason:
I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.			FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:  AUTHORIZED SIGNATURE FRANK RUBGIERO / CEO PRINTED NAME/TITLE
THIS FORM MUST BE NOTARIZED BELOW			
Sworn to and subscribed to me this <u>24</u> day of <u>October</u> , 2023 Personally known: ☒ Or produced identification: ☐ Type of ID: _____  Notary Signature <u>FLORIDA</u> State My commission expires: <u>July 26, 2027</u>			AFFIX NOTARY STAMP BELOW  ALYSSA LEMMON Commission # HH 426122 Expires July 26, 2027
THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.			

City of Zephyrhills RFQ # 35-23-02

Professional Services for Re-Accreditation Services

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➤ Public Entity Crimes	9 & 10
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Contract

RFQ 35-23-02

Professional Services for Re-Accreditation services

Firm Data Sheet

Applicant Firm Name: Frank Ruggiero Consultants LLC.

Address: 5207 Spike Horn Dr. New Port Richey, FL. 34653.

Telephone Number : 727-364-9473

Email Address: thiwings2002@gmail.com

FEIN Number: 058644935

Contact Person/Title: Frank Ruggiero CEO

Type Ownership: Self

No Parent Company or former parent company

No other principals in this firm

Present Office is location listed above.

Professional Services for Re-Accreditation services
Approach to projects and Ability to Furnish Required Services

Frank Ruggiero Consultants LLC will assist with the Department's re-accreditation efforts with the Commission for Florida Law Enforcement Accreditation, and;

- Identify areas for improvement based on the CFA accreditation standards
- Assist with the retention of records and documentation related to the accreditation process.
- Work with the leadership to review policies and procedures in the Power DMS system.
- Conduct Department facilities inspections to identify areas out of compliance with accreditation standards.
- Assist Department leadership with communications, contracts, and meetings with Florida CFA officials.
- Be present for all onsite inspections by Florida CFA officials.
- Ensure the Department is keeping up to date with any CFA accreditation standard changes.
- Provide necessary training to Department leadership and/or staff relating to the reaccreditation process.

The office for this firm is located within 100 miles from the Department.

The ideal firm/consultant will possess at least the following qualifications:

At least 10 years of experience as a certified Florida Law Enforcement Officer.
CEO has 33 years of experience.

Extensive knowledge of the Florida accreditation process for law enforcement.
CEO has assisted 4 other departments with obtaining Accreditation within just the previous 3 years.

At least 5 years of experience as CFA accreditation manager working in Florida law enforcement agencies.
CEO has over ten years of accreditation manager experience.

Experience with successfully leading (as a CFA accreditation manager) a Florida Law Enforcement agency through its initial CFA accreditation process.
CEO has completed this with Tarpon Springs Police Department in 2012 and also played a critical role with several other departments over the previous 10 years.

Experience with successfully leading (as a CFA accreditation manager) a Florida Law Enforcement agency through its first reaccreditation process.
CEO has completed this with Tarpon Springs Police Department in 2012 and also played a critical role with several other departments over the previous 10 years.

Experience in performing Florida police agency accreditation assessments statewide For the CFA.
CEO has conducted over 100 assessments for CFA and individual agencies in the previous 10 years.

Experience as CFA team leader in performing CFA assessments statewide.

CEO has conducted numerous assessments as the Team Leader for CFA in the previous 7 years.

Experience on the CFA Standard Review and Interpretations Committee.

CEO currently sits on the CFA Standards Review and Interpretations Committee and has done so since 2017.

Experience with police policy and directive formulation.

CEO has assisted and created policies based on Florida Accreditation Standards and best business practices for several Florida Law Enforcement Agencies.

Experience with Power DMS and Power DMS standards programs for CFA accreditation.

CEO implemented the use of PowerDMS for the Tarpon Springs Police Department in 2011 and then city wide for over 300 general employees in 2018.

ABOUT THE CONTRACTOR MANAGER

During my 33 years in Law Enforcement, I have been extensively involved in and supervised Accreditation, Traffic/DUI enforcement, Traffic Homicide Investigations, Patrol, Training, Recruitment, Communications, Code Enforcement, Property/Evidence room, School Resource Officers, Community Policing and Public Information/Relations.

I began my career with the Pasco County Sheriff's Office in 1990 as a Corrections Deputy. I was promoted to Training Officer in 1993.

I left the Sheriff's Office in 1995 and joined the Port Richey Police Department. In 1997 I was promoted to Field Training Officer and Traffic Homicide Lead Investigator. In 1998 I was promoted to Corporal and agency lead training instructor, my duties included supervising the Communications section, Property Evidence room, Training unit, Traffic Homicide Unit and Patrol. I began re-writing our General Order manual and completed it in late 1999, while working towards CFA Accreditation.

In the spring of 2000, I became employed by Pasco Hernando State College to teach at their Public Safety Academy, teaching Law Enforcement, Corrections and Security Guard Classes.

I am certified and taught all High Liability topics (Firearms, Police Pursuit Driving, Defensive Tactics, Medical First Responder and Conducted Electrical Weapons), crowd control, report writing, Officer Safety and Traffic.

In fall of 2000, I left the Port Richey Police Department and began my career with the Tarpon Springs Police Department working as a patrol officer. In 2001, I was assigned to assist with training. In 2002, I was assigned to administration to re-write the entire General Order manual to comply with Accreditation standards. In 2004, I was assigned as acting patrol supervisor and Traffic Homicide unit supervisor.

In 2005, I was appointed as lead instructor for Traffic Stops and Traffic Crash investigations, at Pasco Hernando State College. I was also selected by the Florida Department of Law Enforcement to assist them with re-writing the traffic and DUI curriculum in Tallahassee later that year.

In 2006, I received officer of the year honors for conducting our agency's first two DUI checkpoints, and assisting Florida Fish and Wildlife Conservation Commission with a Boating Under the Influence task force by training them and assisting with getting their intoxilyzer program back on track, for the Tampa Bay area.

Later on that year our Code Enforcement supervisor, inspector and clerk all retired, so I volunteered to go into the unit to assist with hiring three new employees and training them. In

2007, I had completed all the hiring and training in Code Enforcement and I was promoted to Corporal and placed in training and patrol part time.

In 2009, our School Resource Officer unit supervisor was fired for inappropriate relationships with students and another SRO was placed back on the road for failure to report it, while another SRO also resigned. I volunteered to take this unit over to fix our relationship with the school system. I replaced the entire unit and assigned myself to the high school with a rookie officer and assigned two other veteran officers to cover the middle school and the other to cover our three elementary schools. In 2010, our School Resource Officer unit won best new crime prevention program of the year, from the State of Florida, for the new crime watch program and training we supplied our high school with.

I was appointed as the Accreditation Manager in 2011. In June of 2013, I was promoted to Sergeant and maintained my position. As Accreditation manager we received our initial accreditation in 2012, first reaccreditation in 2015, second reaccreditation in 2018 with the team leader remarking the assessment as flawless, and our third reaccreditation in 2021. I have been conducting assessments for the Commission of Florida Law Enforcement Accreditation since 2013 and was assigned as a Team Leader in 2016. I became a Certified Accreditation Professional in 2017 and was recertified in 2020 and 2023. I was appointed as the Training committee chairman for the Florida Police Accreditation Coalition in 2017 and held that position until my latest promotion in 2021. In 2017, I was also appointed to the Commission of Florida Law Enforcement Accreditation's Standard Review and Interpretations Committee. This committee meets three times a year to review, revise, delete and add standards to the required manuals to obtain and maintain accreditation.

In 2019, I received officer of the year honors for the Tarpon Springs Police Department for my dedication to excellence.

In 2020, I was also named the Assessment Team Leader of the Year by the Commission for Florida Law enforcement Accreditation.

On March 12, 2021, I was promoted to the rank of Major in charge of administration and currently I am still in charge of the Accreditation unit, Recruiting/Hiring , Training unit, THI unit and School Resource Unit while continuing to teach DUI and Traffic Crashes at the Pasco Hernando State College's police academy, Traffic Homicide Investigations for the Florida Public Safety Institute and Several classes for the Florida Police Accreditation Coalition.

Professional Services for Re-Accreditation services
Business References

1. Name of Agency: Tarpon Springs Police Department
Address: 444 South Huey Ave. Tarpon Springs, FL. 34689
Start/Completion Dates: 6/2011 to current
Was this your 1st Accreditation or Re-accreditation? First initial and 3 Re-accreditations.
Contract amount: Full time employee
Contact person: Sgt. Taurean Mathis, 727-938-2849 , tmathis @tspd.us
Description of work performed: Revise General Orders and build files for CFA Compliance
Did they accept/implement your recommendations? Yes
2. Name of Agency: Treasure Island Police Department
Address: 180 108th Ave. Treasure Island Florida
Start/Completion Dates: 2018-2020
Was this your 1st Accreditation or Re-accreditation? No, it was their first Accreditation
Contract amount: N/A
Contact person: Chief John Barkley, 727-547-4595 j barkley@mytreasureisland.org>
Description of work performed: Assisted with training Accreditation Manager, conducted audits and assessments.
Did they accept/implement your recommendations? Yes
3. Name of Agency: Lake Wales Police Department
Address: 133 East Tillman Ave. Lake Wales, FL. 33853
Start/Completion Dates: 1/2022/6/2023
Was this your 1st Accreditation or Re-accreditation? No, it was their first Accreditation
Contact person: Sgt. William Raebig, 863-678-4223 ext. 277, wraebig@lakewalesfl.gov
Contract amount: N/A
Description of work performed: Assisted with training Accreditation Manager, conducted audits and assessments.
Did they accept/implement your recommendations? Yes
4. Name of Agency: Indian Shores Police Department
Address: 19305 Gulf Blvd. Indian Shores, FL. 33785
Start/Completion Dates: 2/2022 to 8/2023
Was this your 1st Accreditation or Re-accreditation? No, it was their first Accreditation
Contact person: Chief Richard Swan, 727-595-5414, rswann@myindianshore.com
Contract amount: N/A
Description of work performed: Assisted with training Accreditation Manager, conducted audits and assessments.
Did they accept/implement your recommendations? Yes
5. Name of Agency: Zephyrhills Police Department
Address: 6118 8th St. , Zephyrhills, FL. 33542
Start/Completion Dates: 3/2022 to 8/2023
Was this your 1st Accreditation or Re-accreditation? No, it was their first Accreditation
Contact person: Chief Derek Brewer, 813-780-0550 dbrewer@police.zephyrhills.fl.us
Contract amount: N/A
Description of work performed: Assisted with training , conducted audits and assessments.
Did they accept/implement your recommendations? Yes

DRUG-FREE WORKPLACE FORM-35-23-02

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that Frank Ruggiero Consultants LLC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Authorized Signature


Date

PUR 062.036
Re.10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES – 35-23-02**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
by Frank Ruggiero CEO (print
individual's name and title)

for Frank Ruggiero Consultants LLC
(print name of entity submitting sworn statement)

whose business address is
5207 Spike Horn Dr. New Port richy, FL. 34653

and (if applicable) its Federal Employer Identification Number (FEIN) is 058644935

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: Frank Ruggiero.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g),
Florida Statutes means a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity or with an agency or political
subdivision of any other state or of the United States, including, but not limited to, any bid or
contract for goods or services to be provided to any public entity or an agency or political
subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery,
collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),
Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without
an adjudication of guilt, in any federal or state trial court of record relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a
plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes
those officers, directors, executives, partners, shareholders, employees, members, and
agents who are active in the management of an affiliate. The ownership by one person of
shares constituting a controlling interest in another person, or a pooling of equipment or
income among persons when not for fair market value under an arm's length agreement,
shall be a prima facie case that one person controls another person. A person who
knowingly enters into a joint venture with a person who has been convicted of a public entity
crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any
natural person or entity organized under the laws of any state or of the United States with the
legal power to enter into a binding contract and which bids or applies to bid on contracts for the
provision of goods or services let by a public entity, or which otherwise transacts or applies to
transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

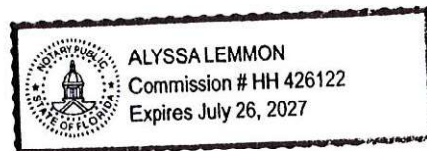
Sworn to and subscribed before me this
2023

19th day of Oct.

Personally known

Or Produced identification
Notary Public – State of

My commission expires
(Type of Identification)



(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment-35-23-02

Addendum # N/A Date _____ Initials _____
Addendum # _____ Date _____ Initials _____
Addendum # _____ Date _____ Initials _____
Addendum # _____ Date _____ Initials _____

Firm Representative:



Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT-35-23-02

State of Florida

County of PASCO.

FRANK Ruggiero Consultants LLC, being first duly sworn, deposes and says that he/she is

FRANK Ruggiero, the party making the fore-going submittal of qualifications or bid that such submittal (partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.


Officer

FRANK Ruggiero Consultants LLC.
(Company Name)

State of Florida

County of Pinellas

The foregoing instrument was acknowledged before me this 19 day of OCT by FRANK Ruggiero (name and title of corporate officer) of FRANK Ruggiero Consultants (Name of Corporation), a LLC (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (Identification type) as identification.

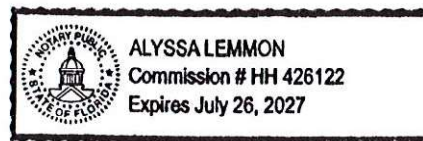
Alyssa Lemmon (Signature line for notary public)

Alyssa Lemmon (Name of notary type, printed or stamped)

(Title or rank)

My commission expires: July 26, 2027

Serial number, if any _____



E-VERIFY

RFQ No: 35-23-02

Project Description: Professional Services for Re-Accreditation Services

Firm/Consultant acknowledges and agrees to the following:

Firm/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: Frank Ruggiero Consultants LLC

Authorized Signature: 

Title: CEO

Date: 10/19/2023

Errors or Omissions – 35-23-02

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☒ No

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet

Company Name: FRANK Riggiano Consultants LLC

Signature: [Signature]

Date: 10/19 2023

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Form – 35-23-02**

1. The prospective Vendor, FRANK Puggieau Consultants LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: FRANK Puggieau Consultants LLC
Name of Company – Please Print

Signature: 
Authorized Company Representative

Name/Title: FRANK Puggieau / CEO

Address: 5207 SPIKE HORN DR.
N. P. A. FL 34653

Date: 10/19/23

RFQ ACCEPTANCE

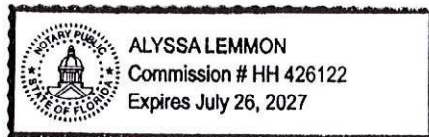
I acknowledge and understand the requirements set forth in **RFQ 35-23-02 Professional Services for Re-Accreditation Services.**

 10/18/23
Authorized Signature Date

FRANK Pugliese
Printed Name

FRANK Pugliese CONSULTANTS LLC.
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
19th day of OCT. A.D. 2023



(Seal)

By: _____

Title: _____

CONSENT ITEMS 2.10

Approval of Mutual Aid Agreement No. 41-24-01 City of Tampa and Tampa Police Department
- Combined Operational Assistance and Voluntary Cooperation Agreement

Issue:

The City of Zephyrhills Police Department and the City of Tampa Police Department seek a mutual aid agreement to provide a legal basis for the two entities to share resources.

Background:

The purpose of the MAA is to provide a mechanism to quickly obtain assistance in the form of personnel, with the primary objective of facilitating the rapid, short-term deployment of emergency support before, during, or after an incident. Currently, the city of Tampa is seeking law enforcement assistance with events such as Gasparilla. Additionally, in the event of an incident involving an incendiary device within the ZPD's jurisdiction, the department utilizes the Tampa Police Department's Bomb Squad for disposal.

Attachment(s):

1. Mutual Aid Agreement No. 41-24-01 City of Tampa and Tampa Police Department - Combined Operational Assistance and Voluntary Cooperation Agreement (1)

Fiscal Impact:

None

Staff Recommendation:

Staff recommends approval.

MUTUAL AID AGREEMENT

COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION AGREEMENT

WITNESSETH

THIS AGREEMENT is entered into by and between the City of Zephyrhills and Zephyrhills Police Department, and the City of Tampa and Tampa Police Department (hereinafter collectively referred to as "agencies").

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including, but not limited to, emergencies as defined under Section 252.34(4), Florida Statutes (2023) and (2) continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the subscribed law enforcement agencies have the authority under Part I of Chapter 23, Florida Statutes (2023), the Florida Mutual Aid Act, to enter into (1) a requested operational assistance agreement for the requesting and rendering of assistance in law enforcement emergencies, and (2) a voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines;

NOW THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest

demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, automobile race events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISION FOR VOLUNTARY COOPERATION

In addition, each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may also request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., back-up services during patrol activities, and inter-agency task forces, including but not limited to, traffic enforcement and drug enforcement task forces, and/or joint investigations.

SECTION III: POLICY AND PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee whose assistance is sought, shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate. The agency head's decision in this regard shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his designee in whose jurisdiction assistance is being given. However, no officer rendering assistance

shall be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which the officer is normally employed.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Members of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes (2023), have the same powers, duties, rights, privileges, and immunities as if they were performing their duties inside the member's political subdivision in which they are normally employed.

b. Each party agrees to furnish necessary equipment, resources, and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such mutual aid.

c. The agency that furnishes any equipment pursuant to this agreement shall bear the cost of loss or damage to such equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employers are engaged in rendering such aid.

e. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any

such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under Section I: PROVISIONS FOR OPERATIONAL ASSISTANCE.

SECTION VI: INDEMNIFICATION

Each party engaging in any operational assistance or voluntary cooperation pursuant to this agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VII: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect for one year and will renew automatically for one-year terms thereafter or until canceled by delivery of written notice of cancellation from either party to the other. Under no circumstances may this agreement be amended except in writing executed by authorized representatives of all parties.

SECTION VIII: CANCELLATION

This agreement may be canceled without penalty by any party upon delivery of written notice to the other party or parties.

**(THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS)**

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

**FOR THE CITY OF TAMPA AND THE
TAMPA POLICE DEPARTMENT:**

**FOR THE CITY OF ZEPHYRHILLS AND
THE ZEPHYRHILLS POLICE
DEPARTMENT:**

Jane Castor, Mayor

Lance Smith, City Council President

Date
Signed: _____

Date
Signed: _____

ATTEST:

ATTEST:

City Clerk/Deputy City Clerk

City Clerk Lori Hillman

RECOMMENDED:

RECOMMENDED:

Lee Bercaw, Chief of Police
Tampa Police Department

Derek Brewer, Chief of Police
Zephyrhills Police Department

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Senior Assistant City Attorney

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/PLANNING REPORT 3.1

Kimley-Horn Text Amendment to Turning Lane Standards

Issue:

“Increasing development in the City of Zephyrhills continues to affect operations on roadways within the City, and the need for a more standardized (and stringent) driveway turn lane criteria has become necessary to improve safety, capacity, and more efficient transportation operations. Currently, the City utilizes *NCHRP Report 457* to determine if turn lanes are warranted at project driveways. In conjunction with Kimley-Horn, the Planning Department has developed, and wishes to apply a more straightforward driveway turn lane criteria that follows the current Hillsborough County criteria for warranting turn lanes:

1. If more than 20 left-turning vehicles per hour on a two-lane arterial or collector roadway, then left-turn lanes are warranted.
2. On multi-lane roadways, left-turn lanes shall be constructed when there are more than 20 left-turning vehicles.
3. If more than 50 right-turning vehicles per hour on a two-lane arterial or collector roadway, then right-turn lanes are warranted.
4. If more than 40 right-turning vehicles per hour on a four-lane rural roadway, then a right-turn lane is warranted.
5. If more than 80 right-turning vehicles per hour on a four-lane urban roadway, then a right-turn lane is warranted.
6. If more than 60 right-turning vehicles per hour on a six-lane rural roadway, then a right-turn lane is warranted.
7. If more than 100 right-turning vehicles per hour on a six-lane urban roadway, then a right-turn lane is warranted.

Secondly, Staff proposes a change to Section 1 - Traffic Study requirements de-minimus category currently at $\leq 1,200$ gross trips per day.

1 Traffic Study Requirements

Traffic Impact Statement (TIS) ≤ 100 Gross PM Peak Hour Trips (Trip Generation + Turn Lanes)

Traffic Impact Analysis (TIA) > 100 Gross PM Peak Hour Trips (Trip Generation + Turn Lanes + Hot Spot Intersections)

With your approval tonight, the City will take the next step in making the formal change to the City's Traffic Study Assumptions and implement the above criteria on all new traffic studies.”

The Planning Commission recommended approval.

Background:

N/A

Attachment(s):

1. Hot Spot Map
2. KM Traffic Study Modifications

Fiscal Impact:

NA

Staff Recommendation:

Approval / proceed to ordinance preparation of the proposed LDC text amendments.

HOT SPOT LEGEND

- US 301 & Pretty Pond Road
- Pretty Pond Road & Wire Road
- US 301 & Medical Arts Court
- Greenslope Drive & Daughtery Road
- US 301 & Daughtery Road
- Eiland Boulevard & Fort King Road
- CR 54 & Wire Road/12th Street
- US 301 & Fort King Road
- US 301 & Geiger Road
- North Avenue & 8th Street
- North Avenue & 12th Street
- US 301 & 5th Avenue
- US 301 & Chancey Road
- SR 39 & Chancey Road
- Copeland Drive & Chancey Road
- Hot Zone

Kossik Road

Pretty Pond Road

Medical Arts Court

Daughtery Road

Fort King Road

US 301

Eiland Boulevard

CR 54

Geiger Road

North Avenue

8th Street

5th Avenue

US 301

Chancey Road

US 301

SR 39

Chancey Road



TRAFFIC STUDY MODIFICATIONS

WHY THE CHANGES?

- Concern for Turn Lanes on City/County Roadways
- Streamline Procedures/Criteria for Applicants
- Sensitivity to Project Sizes
- Move Towards Traffic Operational Analysis vs. Concurrency

Section 1: Traffic Study Requirements

- Current Standards:

De Minimus	→	≤ 1,200 Gross Daily Trips
Traffic Impact Analysis (TIA)	→	> 1,200 Gross Daily Trips

- De Minimus only requires trip generation.
- TIA requires complete concurrency analysis.

- Proposed Standards:

Traffic Impact Statement (TIS)	→	≤ 100 Gross PM Peak-Hour Trips
Traffic Impact Analysis (TIA)	→	> 100 Gross PM Peak-Hour Trips

- TIS will only require trip generation and turn lane analysis.
- TIA will require complete study, including hot spot locations analysis.

Section 10: Transportation Mitigation (Turn Lanes)

- Current Criteria:
 - NCHRP 457 (unless turn lanes are required as condition for approval)
- Proposed Criteria:
 - Left-Turn Lane Warrant → 20 vehicles per hour
 - Right-Turn Lane Warrant → 50 vehicles per hour (2-Lane only)
- City will have discretion if turn lanes are required when health, safety, and welfare are involved.
- The full new turn lane criteria is included in the packet presented to the Commission.

Coming Attractions...

Section 10: Transportation Mitigation (Roadway and Intersection Improvements)

- Current Criteria (based on Concurrency):
 - Roadway/Intersection Analyses → 5% of Adopted LOS Volume
 - Intersection Turn Lane Improvements → NCHRP 457
- Proposed Criteria (based on Traffic Operational Analysis approach):
 - Use of “Hot Spots” analysis of critical intersections and zones
 - Intersection Turn Lane Improvements → “Hot Spots Locations”
 - Within 1 mile of Project → Include in TIA
 - If 1/8 of a mile outside of the 1-mile radius, City may require additional analysis



Kossik Road

Pretty Pond Road

HOT SPOT LEGEND

- US 301 & Pretty Pond Road
- Pretty Pond Road & Wire Road
- Greenslope Drive & Daughtery Road
- US 301 & Daughtery Road
- Eiland Boulevard & Fort King Road
- CR 54 & Wire Road/12th Street
- North Avenue & 8th Street
- North Avenue & 12th Street
- US 301 & 5th Avenue
- US 301 & Chancey Road
- SR 39 & Chancey Road
- Copeland Drive & Chancey Road
- Hot Zone

Daughtery Road

US 301

Eiland Boulevard

CR 54

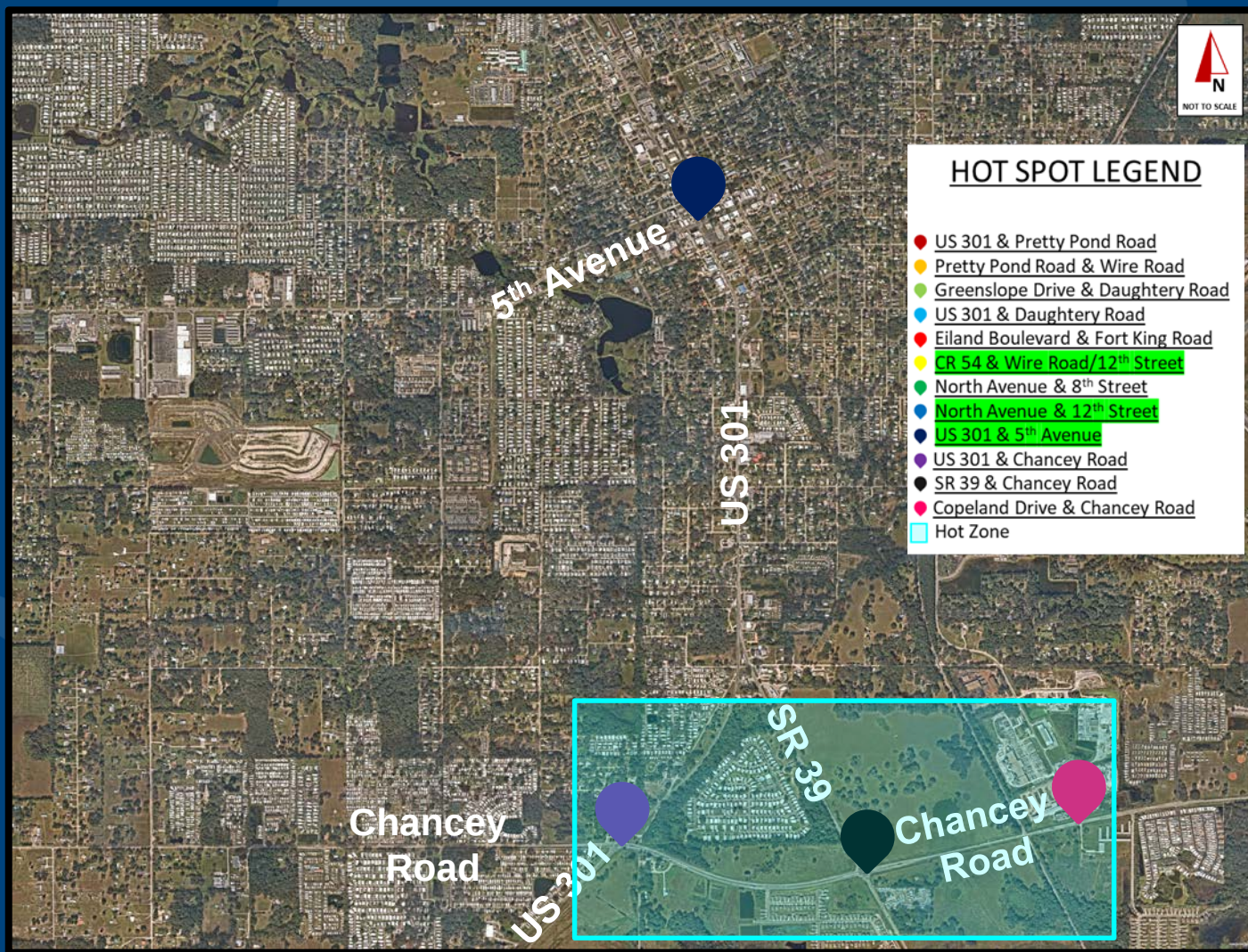
North Avenue

8th Street



HOT SPOT LEGEND

- US 301 & Pretty Pond Road
- Pretty Pond Road & Wire Road
- Greenslope Drive & Daughtery Road
- US 301 & Daughtery Road
- Eiland Boulevard & Fort King Road
- CR 54 & Wire Road/12th Street
- North Avenue & 8th Street
- North Avenue & 12th Street
- US 301 & 5th Avenue
- US 301 & Chancey Road
- SR 39 & Chancey Road
- Copeland Drive & Chancey Road
- Hot Zone



CITY MANAGER'S REPORT 4.1

Approval of Pigz in Z'hills Special Event Permit, Alcohol Consumption Permit and Wet Zone

Issue:

The annual Pigz in Z'Hills BBQ & Blues Fest will be held downtown on February 10th from 9am to 5pm. The event organizers are requesting approval to close 5th Avenue from 7th Street to 10th Street and also designate the event a wet zone for alcohol consumption.

Background:

N/A

Attachment(s):

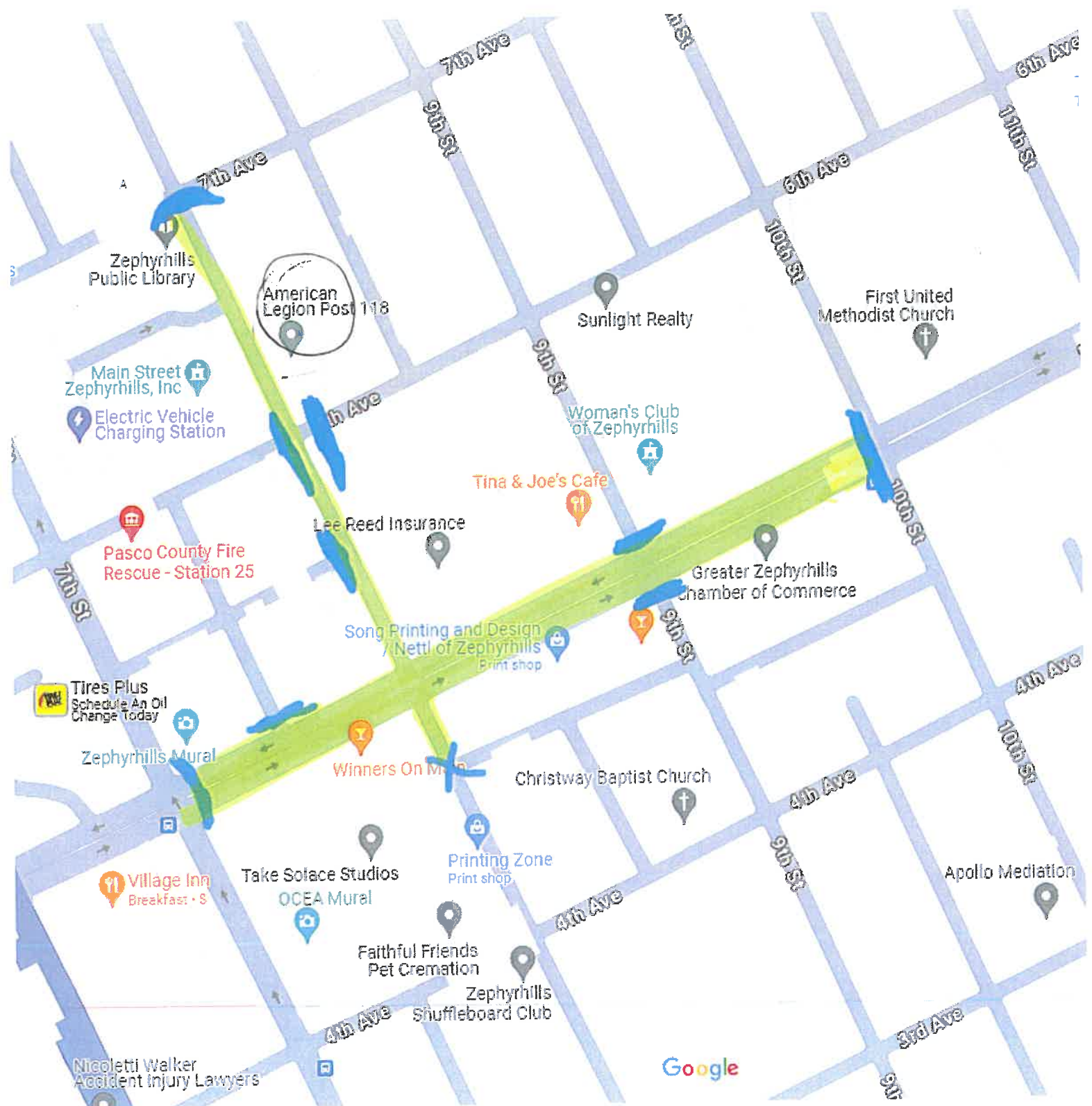
1. Wet Zone Map For Pigz In Zhills Event
2. Special-Event-Application-Packet 2024 (1)

Fiscal Impact:

No impact.

Staff Recommendation:

Staff recommends approval of the Pigz in Z'Hills BBQ and Blues Fests special event which includes a wet zone and alcohol sales.



SPECIAL EVENT PERMIT

City of Zephyrhills
Planning Department
5335 8th Street, Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0000



TERMS & CONDITIONS

1. Applications must be filed with the City of Zephyrhills Planning Department no less than 60 days and no more than 12 months prior to an event. Permits for recurring events may be applied for and approved annually.
2. The grant of a permit shall constitute the issuance of a limited license, and shall not create a property right, or entitle the applicant to violate any general city rules, or regulations applicable to the use of public property adopted by ordinance.
3. The applicant shall be responsible for the payment of fees, deposits, or reimbursement of costs where a request is made to use City services, equipment, or property for a special event. In addition, the applicant shall be responsible for all costs incurred should inspection services be required in order ensure compliance with City ordinances. **Any costs of repairs to or restoration of public facilities caused by the event shall be charged to the applicant.**
4. It is the applicant's responsibility to contact the City of Zephyrhills Police Department immediately upon the occurrence of any criminal activity or medical incidents where fire rescue is called or treatment is given. In addition, the applicant shall document all incidents in the Post-Event-Report to be provided to the City of Zephyrhills a minimum of 1 week after the event.
5. All forms contained in this packet are required to be completed. Please refer to the checklist contained in this packet for additional documents required for submittal. Incomplete applications will not be accepted.

*Event Contact Person

*Phone

*Email

*Organization Name

*Date Incorporated

*Employer ID # (EIN)

☐ ACTIVE

☐ INACTIVE

*Event Name

*Event Date

*Event Times

Entry Fee

Co-Sponsor

*Type of Event

☐ Run / Walk

☐ Parade

☐ Festival

☐ Other

*Has this event taken place in Zephyrhills before?

☐ Yes – Annual Event

☐ Yes – Once

☐ No

*Requested City Facility – Mark All that Apply (\$\$ symbol indicates associated fees).

☐ Zephyr Park

☐ Downtown 5th Ave.

☐ Krusen Park

☐ Airport Venue \$\$

☐ Alice Hall @ Zephyr Park \$\$

☐ Clock Plaza on 5th Ave.

☐ Skate Park

☐ Veteran's Memorial Park

☐ Wickstrom Stage @ Zephyr Park

☐ Gunner Paw Park

☐ Shepard Park

*Estimated Attendance

Estimated Number of Vendors

Number of Parade or Run/Walk Entries (if applicable)

SPECIAL EVENT PERMIT

City of Zephyrhills
Planning Department
5335 8th Street, Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0000



***City Street or Avenue Closure Request?**

☐ Yes (indicate location below) ☐ No

***State Highway Closure (FDOT Lane Closure Permit Required)**

☐ Yes (indicate location below) ☐ No

***Equipment to be brought on City property (mark all that apply)**

- ☐ Tents (smaller than 10' x 10')
- ☐ Tents (larger than 10' x 10' – requires fire rating certificate)
- ☐ Vehicles
- ☐ Stage
- ☐ Start / Finish Line
- ☐ Signs

☐ Tables

☐ Porta lets

☐ Bounce – House / Inflatables (requires own COI)

☐ Sound Equipment

☐ People Barricades (City does not own or provide)

☐ Other (please list below)

***Requested City equipment / utilities for event (mark all that apply)**

☐ Bathroom Facilities

☐ Electricity (5th Avenue Median)

☐ Electricity (Stage Areas)

☐ Garbage Cans

☐ Cones / Barricades

☐ Other (please list below)

***Brief Description of Event**

I/We agree to obtain and maintain the required liability insurance and secure all necessary local, state and federal permits and to comply with all terms and conditions applicable to the conduct of special events, as set forth in Ordinance No. 943.06, as amended.

I/We certify that the information contained in this application is complete, true and accurate to the best of my/our knowledge. As applicant for the event, I/we agree to release and hold harmless the City of Zephyrhills from liability of any kind for any and all damages arising out of any loss or injury resulting from the conduct of this event and for any and all losses or injury arising while conducting the event using City of Zephyrhills facilities or property and for any and all losses or injury to persons attending this special event.

I/We certify that individuals will not be barred from participation in this event due to race, creed, color, national origin, sex, age or physical impairment.

I/We fully understand, acknowledge and agree to all terms and conditions of this form and that failure to meet the terms and conditions shall result in cancelation of the event.

Signature:

Date:

Print Name:

ALCOHOLIC BEVERAGE CONSUMPTION PERMIT

City of Zephyrhills
Planning Department
5335 8th Street, Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0000



TERMS & CONDITIONS

1. Applications for Consumption of Alcoholic Beverages in conjunction with Special Events must be approved by City Council. Applications must be filed with the City Manager not less than 2 months prior to an event.
2. Events including the consumption of alcoholic beverages must attach proof of liability insurance in the amount of \$2,000,000 (Two Million Dollars) naming the City of Zephyrhills as an additional insured (Certificate Holder).
3. No applicant shall be issued more than 3 (three) permits per year, and no permitted events may exceed two days in duration.

Required Supportive Materials

1. Diagram / map depicting specific, clearly identifiable, designated and secure areas within the event venue where beverage sales and consumption are to occur.
2. Documentation of appropriate applications for State Alcoholic Beverage licensing for the event.

*Event Name

*Event Date(s)

*Event Time(s)

*Please provide a general description of how the use of alcohol will be incorporated into the proposed event. *Attach extra sheets if necessary.*

*Provide a description of how security and beverage law compliance will be provided, including hours of sale and consumption during the event. *Attach extra sheets if necessary.*

*Provide a description of the types(s) of beverages(s) and beverage containers to be used in conjunction with the event. *Attach extra sheets if necessary.*

By signing below, the applicant fully understands, acknowledges and agrees to all terms and conditions stated on this form. Failure to meet the terms and conditions stated above shall result in a void of permit for alcoholic beverages.

*Event holder signature

*Date

CITY USE ONLY

Submittal Date

Approval Date

Signature

INSURANCE REQUIREMENTS

City of Zephyrhills
Planning Department
5335 8th Street, Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0000



Applicants are required to provide proof of insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. For events with alcoholic beverage consumption, liability insurance coverage requirements increase to Two Million Dollars (\$2,000,000) per occurrence. The City of Zephyrhills shall be named as an additional insured on coverage for all events. Please note that it is also the applicant's responsibility to ensure that all food/beverage vendors and attraction vendors involved in the event provide valid proof of insurance meeting the minimum requirements stated above. Proof of coverage shall be submitted to the city no less than one week prior to the event or the event runs the risk of cancellation. An example Certificate of General Liability Insurance form is provided in this packet for informational purposes only.

, here on known as the APPLICANT shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability insurance, with the minimum policy amounts of \$1,000,000 Combined Single Limits for passive events or \$2,000,000 Combined Single Limits for events with alcoholic beverage consumption, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the CITY OF ZEPHYRHILLS as a named, additional insured, as well as furnishing the CITY OF ZEPHYRHILLS with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurances policies must accompany this signed contract. Said insurance coverages procured by the APPLICANT as required herein shall be considered, and the APPLICANT agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY OF ZEPHYRHILLS, and that any other insurance, or self-insurance available to the CITY OF ZEPHYRHILLS shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the APPLICANT as required herein.

Nothing herein shall be construed to extend the CITY OF ZEPHYRHILLS' liability beyond that provided in section 768.28, Florida Statutes.

Applicant Signature

Date

Printed Name

Name of Affiliated Entity

Representative Capacity of Person Signing

INDEMNITY AGREEMENT

Hold Harmless

City of Zephyrhills
Planning Department
5335 8th Street, Zephyrhills, FL 33542
www.ci.zephyrhills.fl.us
813-780-0000



, here on known as the APPLICANT shall indemnify and hold harmless the CITY OF ZEPHYRHILLS and all of the CITY OF ZEPHYRHILLS' officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the APPLICANT, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The APPLICANT recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY OF ZEPHYRHILLS when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY OF ZEPHYRHILLS in support of this indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the APPLICANT of its liability and obligation to defend, hold harmless and indemnify the CITY OF ZEPHYRHILLS as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the CITY OF ZEPHYRHILLS' liability beyond that provided in Section 768.28, Florida Statutes.

Applicant Signature

Date

Printed Name

Name of Affiliated Entity

Representative Capacity of Person Signing



Special Event Application Checklist

EVENT CHECKLIST		
☐	City of Zephyrhills Special Event Application Form	
☐	Venue Layout Map showing Vendors, Parking, Activity Area, etc.	
☐	Certificate of Liability Insurance \$1,000,000.00 per occurrence naming the City of Zephyrhills as the Additional Insured. <i>For events with alcohol, this amount increases to \$2,000,000.00 per occurrence.</i>	
☐	Contact City of Zephyrhills Police Department, Public Works Department and Fire Department pertaining to personnel requirements for the event.	
☐	List of Food / Beverage Vendors and any Bounce House / Inflatables and their proof of insurance in the amount of \$1,000,000.00 per occurrence naming the City of Zephyrhills as an additional insured.	
☐	Pasco County Sanitation Permit <i>(if applicable)</i>	
☐	City of Zephyrhills Banner Application Form <i>(if applicable)</i> <i>First-come, first-served. Banners may be hung two weeks prior to the event.</i>	
RUN / WALK OR PARADE ADDITIONAL CHECKLIST (IF APPLICABLE)		
☐	Route Map	
☐	FDOT Lane Closure Permit <i>(if applicable)</i> <i>Timely application period, please apply to FDOT more than a month in advance of event.</i>	
☐	Pedestrian Barricades <i>(if applicable)</i> . <i>City of Zephyrhills does not own or provide pedestrian barricades.</i>	
ALCOHOLIC BEVERAGE ADDITIONAL CHECKLIST (IF APPLICABLE)		
☐	Certificate of Liability Insurance in the amount of \$2,000,000.00 per occurrence naming the City of Zephyrhills as an additional insured. <i>This coverage requirement is in lieu of the one stated above in the event checklist.</i>	
☐	Temporary Alcohol License from the Florida Department of Business and Professional Regulation (DBPR).	
☐	Alcoholic Beverage Consumption Application form to be submitted to City Council for review and approval. <i>Please note, alcoholic beverage consumption can only be approved for an event by the City of Zephyrhills City Council. Requests must be submitted at least two months prior to the event.</i>	
☐	Diagram / map depicting specific, clearly identifiable, designated and secure areas within the event venue where beverage sales and consumption are to occur.	

Venue Pricing



ALICE HALL @ ZEPHYR PARK

Weekends

\$40.00 per hour plus tax (6.85%) and
\$100.00 non-refundable security deposit

Weekend rental requirement = 4 hour minimum
Must be PAID IN FULL prior to event

Fee must be paid in the City Clerk's office.

Weekdays

\$40.00 per hour plus tax (6.85%)

Weekday rental requirement = 2 hour minimum
Must be PAID IN FULL prior to event

Fee must be paid in the City Clerk's office.

WICKSTROM STAGE @ ZEPHYR PARK

Free – No rental fee

Waiver form must be filled out in the City Clerk's office prior to use

AIRPORT VENUE

	ATTENDEES				
	0-500	501-1,000	1,000-5,000	5,000-10,000	10,000 +
Clean Up	\$160.00	\$240.00	\$360.00	\$480.00	\$600.00
Fire Fighters	\$0.00	\$0.00	\$260.00	\$400.00	\$600.00
Police	\$0.00	\$130.00	\$260.00	\$520.00	\$680.00
Electric	\$20.00	\$20.00	\$35.00	\$35.00	\$35.00
Airport Labor	\$100.00	\$100.00	\$250.00	\$300.00	\$500.00
Fixed Asset Usage	\$20.00	\$100.00	\$100.00	\$200.00	\$200.00
EVENT TOTAL	\$300.00	\$590.00	\$1,265.00	\$1,935.00	\$2,615.00
Refundable Security Deposit	\$200.00	\$200.00	\$500.00	\$1,000.00	\$1,000.00
TOTAL DUE BEFORE EVENT	\$500.00	\$790.00	\$1,765.00	\$2,935.00	\$3,615.00
Alcoholic Beverage Surge Charge	\$60.00	\$120.00	\$250.00	\$390.00	\$520.00
TOTAL DUE BEFORE EVENT W/ ALCOHOL	\$560.00	\$910.00	\$2,015.00	\$3,325.00	\$4,135.00