

RESOLUTION NO. 2009-210-1156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO SHAW ENVIRONMENTAL & INFRASTRUCTURE TO DEVELOP A ENERGY, EFFICIENCY AND CONSERVATION STRATEGY IN THE AMOUNT OF SIXTY EIGHT THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS (\$68,582.00); AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH SHAW ENVIRONMENTAL & INFRASTRUCTURE ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Energy (DOE) awarded the City of Miami Gardens Nine Hundred Eighty-Nine Thousand Two Hundred Dollars (\$989,200.00) from the Energy Efficiency and Conservation Block Grant (EECBG), and

WHEREAS, the City is eligible for an award of additional funds upon submission of an Energy Efficiency and Conservation Strategy (EECS), and

WHEREAS, on September 21, 2009 RFP 09-10-001 was advertised to select a firm to complete the EECS for submission to the DOE, and

WHEREAS, City Staff evaluated twelve (12) proposals and it is recommended that the bid be awarded to Shaw Environmental & Infrastructure,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AWARD OF BID: The City Council hereby awards a bid to Shaw Environmental & Infrastructure in the amount of Sixty Eight Thousand Five Hundred Eighty-Two Dollars (\$68,582.00) to develop an Energy, Efficiency and Conservation

Resolution No. 2009-210-1156

Strategy for submission to the U.S. Department of Energy. The City Council further authorizes the City Manager and the City Clerk to execute and attest, respectively, that certain Agreement with Shaw Environmental & Infrastructure attached hereto as Exhibit "A", to develop an Energy, Efficiency and Conservation Strategy for submission to the U.S. Department of Energy. The City Manager is hereby authorized to execute any and all documents and take any and all steps necessary in order to award the bid.

Section 3: The City Clerk is hereby authorized to obtain two (2) fully executed copies of the subject contract, with one to be maintained by the City, and with one to be delivered to Shaw Environmental & Infrastructure.

Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON NOVEMBER 10, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Gilbert
SECOND BY: Councilwoman Watson

VOTE: 5-0

Mayor Shirley Gibson	<u> X </u> (Yes)	___ (No)
Vice Mayor Oliver Gilbert, III	<u> X </u> (Yes)	___ (No)
Councilman Melvin L. Bratton	___ (Yes)	___ (No) (out of town)
Councilman Aaron Campbell	<u> X </u> (Yes)	___ (No)
Councilwoman Barbara Watson	<u> X </u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	___ (Yes)	___ (No) (out of town)
Councilman André Williams	<u> X </u> (Yes)	___ (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	November 10, 2009		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Energy Efficiency and Conservation Block Grant (EECBG)		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	RFP #09-10-001			
	X						
Sponsor Name	Danny Crew, City Manager		Department:	Community Development			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO SHAW ENVIRONMENTAL & INFRASTRUCTURE TO DEVELOP A ENERGY, EFFICIENCY AND CONSERVATION STRATEGY IN THE AMOUNT OF SIXTY EIGHT THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS (\$68,582.00); AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH SHAW ENVIRONMENTAL & INFRASTRUCTURE ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Staff Summary:

Background

The American Recovery and Reinvestment Act of 2009, Public Law 111-5 signed by President Obama on February 17, 2009, appropriated \$3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program through the Department of Energy (DOE). The Program represents a Presidential priority to deploy the cheapest, cleanest, and fastest energy sources. The Program provides federal grants to units of local government, Indian tribes, states, and territories to reduce energy use and fossil fuel emissions, and for improvements in energy efficiency. Additionally, the program will further economic growth through job creation and/or retention.

On June 24, 2009, Council approved the City's submission of the EECBG Application to the DOE. Miami Gardens has been allocated \$989,200 in EECBG funds. As part of the application, the City proposed to develop an Energy

ITEM J-5) CONSENT AGENDA RESOLUTION

Awarding a bid to Shaw Environmental & Infrastructure

Efficiency and Conservation Strategy (EECS) that will be the plan for implementing activities funded under the EECBG. The development of an EECS is a requirement of the EECBG and \$197,840 of the city's allocation has been set aside for the development of said strategy. The City is eligible to receive an additional \$791,360 for EECBG eligible activities, but first must submit an EECS by January 5, 2010 to be awarded the additional grant funds.

Current Situation

Staff prepared specifications to retain a firm to develop the EECS. The RFP 09-10-001 was advertised on September 21, 2009. A broadcast notice was sent to 689 vendors. Fifty-six (56) proposal packages were requested. The proposals were opened October 8, 2009. Twelve (12) proposals were received and publicly read for Energy Efficiency & Conservation Strategy. A copy of the proposal document and submittals are available at the assistant to the mayor and council's office for review.

The selection/evaluation committee consisted of: Laurin Yoder, Community Development Specialist; Deborah Scott, Community Development Specialist II; and Jay Marder, Planning & Zoning Director. Each committee member was provided the evaluation ranking sheet, proposals, copy of the solicitation and instructions as to the ranking process. The ranking sheets were returned to procurement on October 13, 2009. At which time the scores, excluding cost, were combined and totaled. A committee meeting was held on October 16, 2009 to tabulate and discuss the proposers cost estimates, reference questions, and how many firms to be short listed. Oral presentation questions were discussed and the presentations were scheduled for October 23, 2009.

Procurement sent reference checks to the references of all of the firms that were short listed. References received were all favorable.

Each short listed firm was provided a list of questions with fifteen minutes for their presentation and fifteen minutes question & answer period. Four firms were short listed and asked to present:

Consultant

Carbon Solutions America, Deerfield Beach, FL
CSA Group, Miami, FL
Post, Buckley, Schuh & Jernigan, Inc., Orlando, FL
Shaw Environmental & Infrastructure, Miami Lakes, FL

Upon conclusion of the oral presentations, the committee ranked the firms. Shaw Environmental & Infrastructure was the top ranked firm and is being recommended to Council for approval. The results of the oral presentation rankings are attached as Exhibit C.

Proposed Action:

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to negotiate and execute a contract with Shaw Environmental & Infrastructure, located in Miami Lakes, Florida for Energy Efficiency & Conservation Strategy in an amount of \$68,582.00.

Attachment:

- Exhibit A – Evaluation Ranking Sheet
- Exhibit B – Cost Tabulation Ranking Sheet
- Exhibit C – Oral Presentation Ranking Sheet

**NON-EXCLUSIVE AGREEMENT FOR ENERGY EFFICIENCY AND CONSERVATION
STRATEGY SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and Shaw Environmental & Infrastructure, Inc., a foreign corporation authorized to do business in the State of Florida, (hereinafter referred to as "Consultant") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City received a grant from the American Recovery and Reinvestment Act for the EECBG Program. The Program was authorized in Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA) that was signed into Public Law (PL 110-140) on December 19, 2007. The EECBG Program represents a Presidential priority to deploy the cheapest, cleanest, and fastest energy sources; and

WHEREAS, on September 21, 2009, the City advertised RFP Document No. 09-10-001; and

WHEREAS, Consultant submitted a Proposal dated October 8, 2009, in response to the City's request; and

WHEREAS, at a meeting held on November 10, 2009, the City Council selected the Consultant and agreed to contract with Consultant to perform the services described in the City's Request for Proposal (hereinafter referred to as "RFP") and Consultant's Proposal submitted in response to the RFP,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Proposal Documents prepared by the City for Energy Efficiency and Conservation Strategy Services RFP# 09-10-001 (Exhibit 1).
- (ii) Proposal for the City of Miami Gardens prepared by Consultant dated October 8, 2009, (Exhibit 2).

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

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2 Scope of Work

The scope of services shall include but not limited to the development of an Energy Efficiency and Conservation Strategy (EECS), as required under the Energy Efficiency and Conservation Block Grant (EECBG) program as outlined in the Scope of Services detailed in the RFP.

Article 3 Qualifications

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the City that the Consultant is duly registered as a foreign corporation with the Florida Department of State, is authorized to do business in the State of Florida, is in good standing and that Consultant possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Article 4 Compensation

For all Services provided by Consultant, the City shall pay Consultant in an amount not to exceed Sixty-eight Thousand Five Hundred and Eighty-two Dollars (\$68,582.00) for Consultant's Services. Consultant shall submit monthly invoices for Services to the Community Development Department (hereinafter referred to as "the Department") City shall remit payment for all undisputed amounts within thirty (30) days of receipt of an invoice. All invoices shall include a detailed explanation of all fees and charges.

Consultant shall make no charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless otherwise noted in the specifications. If the City disputes any charges on the invoices, it may make payment of the contested amounts and withhold payment on the contested amounts until they are resolved by agreement with Consultant. Reimbursable expenses shall be listed individually, with supporting documentation attached.

Article 5 Completion Time

The work described herein shall be completed no later than one hundred and twenty (120) days from the execution of this Contract.

Article 6 Indemnification

Consultant shall defend, indemnify, and hold the City and all of its elected officials, officers, agents, or employees, harmless from and against any and all demands, claims, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all of its expenses including reasonable attorney fees and costs insures in and about defense of any such claim or investigation.

City shall defend, indemnify, and hold the Consultant and all of its elected officials, officers, agents, or employees, harmless from and against any and all demands, claims, suits,

liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with City's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between City and third parties made pursuant to this Agreement. City shall reimburse the Consultant for all of its expenses including reasonable attorney fees and costs insures in and about defense of any such claim or investigation.

Nothing contained herein shall be deemed a waiver of sovereign immunity by the CITY.

Article 7 Insurance

Consultant shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage.

Consultant shall provide and maintain professional liability (errors and omissions) insurance coverage, 1) \$500,000 per occurrence, \$1,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible. 2) Claims made policy must have an extended period of two years or occurrence based policy. 3) Deductible program or Self Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SRI is required.

Consultant shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$500,000.00 or each occurrence and \$500,000.00 combined single limit.

Such liability policy of insurance shall designate the CITY as an additional insured and Consultant shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Consultant shall also provide CITY with proof that Consultant has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Consultant.

Consultant shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

Article 8 Term

This Agreement shall become effective upon execution by both parties and shall continue in force until the Department's representative accepts the final plans as specified in the RFP.

Article 9 Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Consultant written notice at least thirty (30) days prior to the effective date of the termination.

Upon written notice of the City's desire to terminate this Contract, Consultant shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager or his designee.

The City may terminate this Agreement for cause immediately, and without prior notice to Consultant. Should the City terminate this Agreement for cause, the City shall provide notice as soon as possible to Consultant.

Consultant may terminate this Agreement by giving the City at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Consultant and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Consultant to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Consultant will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Consultant for the services provided through the date of termination.

Article 10 Ownership

All inventions, discoveries, deliverables, intellectual property, technical communications and records originated or prepared by Consultant pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

Article 11 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 12 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 13 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida, with venue lying in Miami-Dade County, Florida.

Article 14 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Consultant of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Consultant requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 15 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:
Danny Crew, City Manager
City of Miami Gardens
1515 NW 167th Street
Bldg. 5, Suite 200
Miami Gardens, FL 33169

Consultant:
Shaw Environmental & Infrastructure, Inc.
14350 Commerce Way
Miami Lakes, FL 33016

With a copy to:
Sonja K. Dickens, Esq.
City Attorney
City of Miami Gardens
Bldg. 5, Suite 200
Miami Gardens, FL 33169

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 16 Independent Contractor

Consultant is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Consultant shall be by employees of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to Consultant hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 17 Assignment

Subject to the provisions above, this Agreement shall not be assignable by Consultant.

Article 18 Prohibition Against Contingent Fees

Consultant warrants that it has no employees or retained any Consultant or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Consultant, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19 Attorneys' Fees

Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 20 Non-Discrimination

Consultant agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Consultant will take affirmative action to insure that all employment practices are free from such discrimination.

Article 21 Conflict of Interest

Consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.11, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23 Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Miscellaneous Provisions

This Agreement shall be executed by the President of the Consultant's corporation or other corporate officer with proper resolution. Such person designated to sign this Agreement on behalf of the Consultant represents that he/she has full authority to legally bind Consultant, and such person(s) shall be jointly and severally liable for all amounts owing in such representations is untrue.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

CITY OF MIAMI GARDENS

Dr. Danny Crew, City Manager

Date

ATTEST:

City Clerk
Ronetta Taylor, CMC

Approved as to form and legal sufficiency:

Sonja Dickens, City Attorney

SHAW ENVIRONMENTAL & INFRASTRUCTURE, INC.

By:

Tim Barfield, Jr., President

Date

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT**

**EXHIBIT A - EVALUATION RANKING SHEET
RFP# 09-01-001 – Energy Efficiency & Conservation Strategy
October 8, 2009 @ 2:00 p.m.**

By signing this form as an Evaluator, I certify that I have no conflict of interest

Signed _____

Dated: _____

Company	Background & Experience (max 75 pts)	Project Approach & Sch. (max 75 pts)	Cost (max 60)	Completeness of Proposal (max 60 pts)	Firm(s) located in CMG (max. 15 pts.)	Firm donate local schools (max. 15 pts)	Total (max. 300 pts.)
Shaw Environmental & Infrastructure, Miami Lakes, FL	63	61	45	55	0	0	224
ESG, LLC – Clearwater, FL	42	33	0	33	0	0	108
URS Corp. Miami, FL	57	59	30	48	0	0	194
Sequil Systems, Inc., Delray Beach, FL	55	56	0	60	0	0	171
Carbon Solutions America, Deerfield Bch, FL	60	62	24	55	0	0	201
First Environment, Booton, NJ	64	57	9	55	0	0	185
GAI Consultants, Inc., Boca Raton, FL	40	45	27	50	0	0	162
Environmental Compliance Services (ECS) Tampa, FL	45	45	45	50	0	0	185
CSA Group, Miami, FL	60	58	48	60	0	0	226
ECO Asset Solutions, Tampa, FL	28	35	49	30	0	0	142
PBS&J, Orlando, FL	48	47	60	55	0	0	210
Kimley-Horn, Miami Bch, FL	43	50	15	50	0	0	158

Comments:

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT**

**EXHIBIT B - EVALUATION RANKING SHEET
RFP# 09-01-001 – Energy Efficiency & Conservation Strategy
October 8, 2009 @ 2:00 p.m.**

Company	Cost
Shaw Environmental & Infrastructure, Miami Lakes, FL	\$68,582.00
ESG, LLC – Clearwater, FL	Only submitted hourly rates
URS Corp. Miami, FL	\$83,780.00
Sequil Systems, Inc., Delray Beach, FL	\$169,720.00
Carbon Solutions America, Deerfield Bch, FL	\$89,530.00
First Environment, Booton, NJ	\$131,000.00
GAI Consultants, Inc., Boca Raton, FL	\$86,270.00
Environmental Compliance Services (ECS) Tampa, FL	\$67,490.00
CSA Group, Miami, FL	\$63,000.00
ECO Asset Solutions, Tampa, FL	\$70,861.00
PBS&J, Orlando, FL	\$42,345.00
Kimley-Horn, Miami Bch, FL	\$110,750.00

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT**

**EXHIBIT C - EVALUATION RANKING SHEET
RFP# 09-01-001 – Energy Efficiency & Conservation Strategy
October 23, 2009 – Oral Presentations**

By signing this form as an Evaluator, I certify that I have no conflict of interest

Signed _____

Dated: _____

Company	Background & Experience (max 75 pts)	Project Approach & Sch. (max 75 pts)	Cost (max 60)	Completeness of Proposal (max 60 pts)	Firm(s) located in CMG (max. 15 pts.)	Firm donate local schools (max. 15 pts)	Total (max. 300 pts.)
Carbon Solutions America, Deerfield Bch, FL	55	50	24	48	0	0	177
CSA Group, Miami, FL	50	42	48	48	0	0	188
PBS&J, Orlando, FL	23	33	60	25	0	0	141
Shaw Environmental & Infrastructure, Miami Lakes, FL	70	75	45	58	0	0	248

Comments: