

## CITY OF GRAND JUNCTION, COLORADO

## CONTRACT

This CONTRACT made and entered into this <u>8th day of November 2022</u> by and between the <u>City of Grand Junction, Colorado</u>, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Lotus Engineering and Sustainability, LLC</u> hereinafter in the Contract Documents referred to as the "Contractor."

### WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as <u>Community-Wide</u> <u>Greenhouse Gas Emissions Inventory for the City of Grand Junction, CO. RFP-5121-</u>22-DD

WHEREAS, the Contract has been awarded to the above-named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

# ARTICLE 1

<u>Contract Documents</u>: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project including all addenda; Community-Wide Greenhouse Gas Emissions Inventory for the City of Grand Junction, CO. RFP-5121-22-DD

- c. Contractors Response to the Solicitation
- d. Work Change Requests (directing that changed work be performed);
- e. Change Orders.

# ARTICLE 2

<u>Definitions:</u> The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

<u>Contract Services:</u> The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

<u>Contract Time</u>: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

# ARTICLE 5

<u>Contract Price and Payment Procedures:</u> The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of <u>Twenty-Nine Thousand</u>, <u>Seven Hundred</u>, <u>Five and 00/100</u> <u>Dollars (\$29,705.00)</u>. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

# ARTICLE 6

<u>Contract Binding:</u> The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered,

amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

## ARTICLE 7

<u>Severability:</u> If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be affected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

## CITY OF GRAND JUNCTION, COLORADO

By Duale Hoff Jr. Duane Hoff Jr. Duane Helpffs Jr48 Contract Administrator

11/9/2022

Date

## Lotus Engineering and Sustainability, LLC

DocuSigned by:

11/9/2022

Date

By: <u>Hillary Dobos</u> Hillary Dobos<sup>354F8...</sup> President and Director of Greenhouse Gas Accounting, Modeling, and Visualizations



# Request for Proposal RFP-5121-22-DD

# Community-Wide Greenhouse Gas Emissions Inventory for the City of Grand Junction, CO

RESPONSES DUE:

October 14, 2022 Prior to 3:00 PM MDT <u>Accepting Electronic Responses Only</u> <u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u> <u>System (RMEPS)</u>

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

NOTE: All City solicitation openings will continue to be held virtually.

# PURCHASING REPRESENTATIVE:

Dolly Daniels., Senior Buyer dollyd@gjcity.org 970-256-4048

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE for this solicitation.

# **REQUEST FOR PROPOSAL**

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- **1.0** Administrative Information and Conditions for Submittal
- 2.0 General Contract Terms and Conditions
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- 6.0 Evaluation Criteria and Factors
- 7.0 Solicitation Response Form

# **REQUEST FOR PROPOSAL**

## SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

**NOTE:** It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

**1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:

# **RFP Questions:**

Dolly Daniels, Senior Buyer dollyd@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- **1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional firms/contractors specializing in community-wide greenhouse gas emissions inventories to help identify emission sources and reduction targets. The City seeks to establish a baseline emissions inventory and to graphically display the information to inform the City's future sustainability planning process.
- **1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- **1.4 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction <u>Purchasing Policy and Procedure Manual</u>.
- **1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- **1.6 Submission:** <u>Please refer to section 5.0 for what is to be included.</u> <u>Each proposal shall</u> <u>be submitted in electronic format only, and only through the Rocky Mountain E-</u> <u>Purchasing website (www.bidnetdirect.com/colorado).</u> <u>This site offers both "free" and</u> <u>"paying" registration options that allow for full access of the Owner's documents and for</u>

<u>electronic submission of proposals.</u> (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)</u> Please view our "Electronic Vendor Registration Guide" at <a href="https://co-grandjunction.civicplus.com/501/Purchasing-Bids">https://co-grandjunction.civicplus.com/501/Purchasing-Bids</a> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <a href="MUST">MUST</a> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Proposal Opening Greenhouse Gas Emissions Inventory for the City of Grand Junction CO RFP-5121-22-DD Oct 14, 2022, 3:00 – 3:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/627989837

You can also dial in using your phone. Access Code: 627-989-837 United States: +1 (571) 317-3122

Join from a video-conferencing room or system. Meeting ID: 627-989-837 Dial in or type: 67.217.95.2 or inroomlink.goto.com Or dial directly: 627989837@67.217.95.2 or 67.217.95.2##627989837 Get the app now and be ready when your first meeting starts:

https://meet.goto.com/install

- **1.7** Altering Proposals: Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- **1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award, this statement is not applicable.
- **1.9** Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <a href="https://www.rockymountainbidsystem.com">www.rockymountainbidsystem.com</a> and <a href="https://co-grandjunction.civicplus.com/501/Purchasing-Bids">https://co-grandjunction.civicplus.com/501/Purchasing-Bids</a> Offerors shall acknowledge receipt of all addenda in their proposal.

- **1.10** Exceptions and Substitutions: All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- **1.12 Response Material Ownership**: All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- **1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
  - Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- **1.14 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions

- **1.15 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- **1.16 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- **1.17 Public Opening:** Proposals shall be opened virtually immediately following the proposal deadline. Offerors, their representatives and interested persons may attend the virtual opening as noted in Section 1.6. Only the names and locations on the proposing firms will be disclosed.

### SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- **2.4. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.

If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

- 2.5. Quantities of Work and Unit Price: Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work including the right to delete any bid item in its entirety or add additional bid items.
- **2.6.** Responsibility for those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- **2.7.** Use of the Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- **2.8. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.9. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- **2.10. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contact is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result I forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.11. Performance & Payment Bonds: Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies" Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds singed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- **2.12. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.13. Liquidated Damages for Failure to Meet Project Completion Schedule: If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.14. Contingency/Force Account: Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.15. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or

equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- **2.16.** Changes in the Work: The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- **2.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.18. Uncovering & Correction of Work: The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- **2.19.** Acceptance Not Waiver: The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- **2.20.** Change Order/Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- **2.21. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- **2.22. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- **2.23. Debarment/Suspension:** The Contractor herby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

- **2.24. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- **2.25.** Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- **2.26. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- **2.27. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- **2.28.** Cancelation of Solicitation: Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.29. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- **2.30. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
  - **2.30.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - **2.30.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
  - **2.30.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- **2.31. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ

illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- **2.32.** Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- **2.33.** Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- **2.34.** Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- **2.35.** Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- **2.36.** Indemnification: Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- **2.37. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- **2.38. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- **2.39. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

- 2.40. Patents/Copyrights: The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- **2.41. Remedies**: The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.42.** Venue: Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- **2.43. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- **2.44. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.45. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- **2.46. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- **2.47. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- **2.48. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- **2.49. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

- **2.50.** Benefit Claims: The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- **2.51. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- **2.52. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- **2.53. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

## 2.54. Definitions:

- **2.54.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- **2.54.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- **2.54.3.** "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- **2.54.4.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is

referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- **2.55. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or subproposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- 2.56. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.56.1.** "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

# SECTION 3.0: INSURANCE REQUIREMENTS

**Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

# SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

**41. General/Background:** The City of Grand Junction has recently hired its first Sustainability Coordinator whose role will be to spearhead the sustainability and climate action planning process. In order to identify the scope of the sustainability plan, the City needs to obtain an understanding of its emissions by source and sector. Quality of Life is one of the City's five strategic priorities, within which the principal "Resource Stewardship" falls. In order to be responsible stewards of resources, the City needs to know where its biggest footprints are coming from and how those impacts can be reduced.

The Contractor shall provide two (2) Greenhouse Gas (GHG) inventories for the years 2016 and 2021. For the year 2016, baseline data will be the extent of the inventory work. For 2021, baseline data, as well as a final written report shall be produced. The written report shall include the following:

- A "business-as-usual" scenario,
- "Science-based" targets with policy recommendations to achieve targets,
- Carbon sequestration information and water metrics as they relate to conservation and climate change,

Other deliverables shall include:

- An inventory spreadsheet and training for future replication,
- A visualization/graphic tool for public information; and
- Assistance with disclosure to CDP.

## 4.2 Special Conditions/Provisions:

**4.2.1 Price/Fees:** Pricing shall be all inclusive to include but not be limited to: labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, drawings, engineering work, licenses, permits, fees, studies, meetings, other work products, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

# <u>Provide a not to exceed cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown and rates sheets. Costs shall not exceed \$30,000.</u>

## All fees will be considered by the Owner to be negotiable.

4.2.2 Specifications/Scope of Services.

The general scope of services to be obtained as a result of this RFP includes but is not limited to:

## Phase 1:

- 1. Collect data to calculate Scope 1 and 2 emissions in accordance with the Greenhouse Gas Protocol. Assess and report on Scope 3 emissions where possible including but not limited to building electricity, natural gas, diesel, propane, on-street transportation, transit, railways, aviation, solid waste, and wastewater.
- 2. Conduct both 2016 and 2021 GHG emissions inventories within city limits. This is to be a community-wide inventory, not exclusively municipal operations. 2016 can be provided as raw data without analysis, ready to be put into an inventory spreadsheet.

## Phase 2:

3. Based on 2021 data, provide the City with science-based targets for emissions reduction and policy recommendations/high impact actions to achieve goals set. Input from City staff should be included in these determinations.

- 4. Report on carbon dioxide sequestration amounts and associated sources. Include sequestration amounts into overall inventory by working with City Forestry and Parks and Recreation department. Include metrics that tie water use to climate change to help understand impacts of xeriscaping and other conservation measures on carbon sequestration to craft equitable and resilient adaptation strategies.
- 5. Compile 2021 inventory results and present a narrative report to the City of Grand Junction including a business-as-usual scenario, science-based targets, and findings regarding water and carbon sequestration.

## Phase 3:

- 6. Provide the city with a GHG inventory spreadsheet tool that produces outputs that are easily replicable by city staff for future annual inventories. Include training of staff on this process and tool.
- 7. Leverage a visual and/or graphic tool to track and organize data, such as a dashboard, platform, software, or other, of which city staff will have access to and makes the data digestible and accessible to the public.
- 8. Help the city disclose impact to CDP and include benchmarking against other cities of similar size with input from staff.
- **4.3 Timeline:** It is expected that this work will be completed in less than five (5) months from date of contract. This work is of urgent importance to the City of Grand Junction.
- **4.4 Implementation/Final Report:** The implementation of this project will be determined by the consultant whose timeline will be used as one of the evaluation criteria. Please provide a good faith estimate of when the final deliverables will be completed.
- **4.5 Contract:** A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the proposer's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The proposer expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**4.6 CITY PROJECT MANAGER:** The Project Manager for this GHG Emission Inventory Project is Jennifer Nitzky– Sustainability Coordinator, who can be reached at (970) 256-4059. <u>During project</u>, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

## City of Grand Junction Department of Community Development

Attn: Jennifer Nitzky, Sustainability Coordinator 205 N 5<sup>th</sup> St. Grand Junction, CO 81501

## 4.7 RFP Tentative Time Schedule:

- Request for Proposal Available
- Inquiry deadline, no questions after this date
- Addendum Posted
- Submittal deadline for proposals
- Owner evaluation of proposals
- Interviews (If Required)
- Final selection
- City Council Approval (If Required)
- Contract execution
- Bonding and Insurance
- Work begins
- Completion Date

## 4.8 Questions Regarding Scope of Services:

September 16, 2022 October 3, 2022 October 5, 2022 October 14, 2022 October 17-18, 2022 October 20-21, 2022 October 24, 2022 November 16, 2022 November 18, 2022 November 18, 2022 Upon Receipt of Notice to Proceed Prior to May 1, 2023

Dolly Daniels, Senior Buyer dollyd@gjcity.org

# SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: <u>Each proposal shall be submitted in electronic format only, and only</u> <u>through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado).</u> <u>This site offers both "free" and "paying" registration options that allow for full access of the</u> <u>Owner's documents and for electronic submission of proposals.</u> (Note: "free" registration may <u>take up to 24 hours to process. Please Plan accordingly.</u>) Please view our "Electronic Vendor Registration Guide" at <u>http://www.gicity.org/business-and-economic-development/bids/</u> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A** to **H** (NOTE: Submitted proposals shall be no more than 50 pages in total).

A. **Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.

- **B.** Qualifications/Experience/Credentials: Offerors shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. In addition to Section 4.2.2 Scope of Services, Offerors shall also provide the following information with their proposal submittal:
- C. Strategy and Implementation Plan: Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a time schedule for completion, the proposed work, and an estimate of time commitments from Owner staff. Also include, warranty and service plan information.
- **D. References:** Provide references per Section 4.2.2 Scope of Services, with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Bid Bond and Certificate of Insurance: Offeror shall submit a Bid Bond and Certificate of Insurance, as per the solicitation documents.
- **F. Fee Proposal:** Provide your fee proposal, as stated in Section 4.2.1 Pricing, using the Solicitation Response Form found in Section 7.
- **G.** Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this project.
- H. Financial Statements: If selected as the Preferred Proposer, Proposer may be asked to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

# SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- **6.1 \*\*\*Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- **6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (with weighted values):

The following collective criteria shall be worth 90%
Responsiveness of Submittal to the RFP (10) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
Experience (30) (Firm's proven proficiency in the successful completion of similar projects.)
Understanding Project & Objectives (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
Strategy & Implementation Plan (30) (Firm has provided a clear interpretation of the City's objectives regarding the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C for details. Timeline of final report included in this score

The following criteria shall be worth 10%

• Fees (10)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top-rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- **6.3 Oral Interviews:** The Owner may invite the most qualified rated Offerors to participate in oral interviews.
- **6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

# SECTION 7.0: SOLICITATION RESPONSE FORM

### RFP-5121-22-DD

"Community-Wide Greenhouse Gas Emissions Inventory for the City of Grand Junction, CO"

### Offeror must submit entire Form completed, dated and signed.

### 1) <u>Cost plus a Fixed Fee with a Guaranteed Maximum Price</u>:

\_\_\_\_\_

Fixed Fee \$\_

### FIXED FEE WRITTEN:

\_\_\_\_dollars.

### Guaranteed Maximum Price (fixed fee shall be included in GMP) \$\_\_\_\_\_

### GUARANTEED MAXIUMUM PRICE WRITTEN:

\_dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: \_\_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent Signature

Address of Offeror

City, State, and Zip Code

Authorized Agent – (Typed or Printed)

Phone Number

E-mail Address of Agent

Date



**Purchasing Division** 

# ADDENDUM NO. 1

DATE: September 27, 2022

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: RFP-5121-22-DD Community-Wide Greenhouse Gas Emissions Inventory for the City of Grand Junction, CO

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Question**: Reference: Section 4.2.1 Price/Fees Can you please clarify whether \$30,000 is the not to exceed ceiling for the full scope of work outlined in the RFP or if that amount covers only a portion of the scope of work.

**Answer**: \$30,000 is the budget that is allocated for the full scope of work for this project. If you are unable to meet our \$30,000 budget, please include your pricing with an outlined scope of work, and higher budgets may be considered if it meets our needs.

2. **Question**: Please clarify the intent of the statement "All fees will be considered by the Owner to be negotiable." Would the City of Grand Junction strongly consider larger proposed budgets? If \$30,000 is the not to exceed ceiling and larger budgets are not going to be considered, we respectfully have concerns for completing the full scope of work presented in Section 4.2.2 in a manner that is complete, prepared to meet the standard of care, and delivers a product that is useful to the City of Grand Junction for that amount.

**Answer**: Please provide your pricing with an outlined scope of work and higher budgets may be considered.

3. **Question**: It is noted in the RFP that the City of GJ would like a NTE fee of \$30,000. In our experience, scope 1, 2 and 3 plus considerations for solid waste will be beyond that fee. Is GJ open to receiving proposals for Scope 1 with add alternates at a separate price to adequately address all of the items within scope at a fair market price?

**Answer**: See the answer to Question #1 above.

4. **Question**: What type of data will be available for consideration? Is it benchmarking data of commercial buildings, the city owned buildings only, or all buildings including residential homes?

**Answer**: We want all buildings within city limits accounted for in the community-wide inventory, not just municipal buildings. We would like consultants to work with local entities to collect data relevant to scope 1-2 GHG inventories, and scope 3 where possible. Thus far, relevant data has not

been compiled since this is the first inventory. City staff are happy to help with internal communication to receive interdepartmental data.

5. **Question**: For the policy recommendations mentioned, does your team expect that these include code and ordinance suggestions?

**Answer**: For policy recommendations, code updates and ordinance suggestions could be recommended if it aligns with findings but are not mandatory. Recommendations could include but are not limited to code updates, ordinance suggestions, project/program development, outreach/education, funding opportunities, etc. This should be determined after the data has been analyzed.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Sally Sanie to

Dolly Daniels, Senior Buyer City of Grand Junction, Colorado



Photo by Maggie Jernigan via Unsplash.

# Proposal for Greenhouse Gas Emissions Inventory for the City of Grand Junction CO RFP-5121-22-DD

October 14, 2022



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# **Cover Letter**

Dear Jennifer Nitzky and members of the selection committee,

Lotus Engineering and Sustainability, LLC (Lotus) is pleased to submit our response to Grand Junction's Request for Proposals - CO RFP-5121-22-DD for a Greenhouse Gas Emissions Inventory.

Lotus is a women-owned, data-driven, and client-centered sustainability consulting firm located in Denver, Colorado. We have supported dozens of municipalities of all sizes with their greenhouse gas studies and climate and equity initiatives. We help our clients develop climate action plans that not only direct the community towards a more sustainable and vibrant future but also engage community leaders, municipal staff, and the community's network of stakeholders.

# A high-level overview of our qualifications include:

- We have developed and implemented comprehensive sustainability and climate action and resiliency plans for dozens of communities across the United States, including the City and County of Denver, Las Cruces, NM, the Grand Canyon Trust, and currently work with Maui County (HI), Eagle and Summit Counties (CO), City of Colorado Springs (CO), and Denver Public Schools.
- We have helped clients set greenhouse gas (GHG) emission reduction targets and modeled the GHG emission reduction potential of various climate action strategies.
   We have estimated initial and ongoing costs and time commitments for programs and policies.
- We focus on equitable climate action planning.
- We can use multiple metrics besides GHG emissions to measure the climate equity impacts on communities, including air quality and water use.
- We have experience leveraging existing tools, like the <u>ICLEI Learn Tool</u> and <u>iTree</u>, to help communities measure their carbon sequestration potential.
- We are experienced in calculating consumption-based/embodied carbon emissions for the building sector having completed these calculations for several cities and counties.
- We excel at facilitating diverse groups of stakeholders, both in-person and virtually, and leading conversations that drive consensus and result in decisions that can make real change.

• We know that for this information to be effective, it must be understood by the public. We have communicated sustainability through public-facing web sites, interactive data dashboards, and digestible infographics.

Perhaps most importantly, our passion for the work will be clear in all interactions and deliverables. We will ensure existing efforts, partnerships, and ideas, as well as community best practices, are brought together to create a plan that is relevant, actionable, data-centric, equitable, based on the results of the GHG Study, and connected to existing efforts in the community.

Sincerely,

**Hillary Dobos**, President and Director of Greenhouse Gas Accounting, Modeling, and Visualizations at Lotus Engineering and Sustainability

A: 1627 Vine St, Denver CO 80206 E: hillary@lotussustainability.com P: 303.800.5541

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**Rachel Meier,** Senior Associate and Team Lead – Public Sector GHG Emissions Inventories at Lotus Engineering and Sustainability

A: 1627 Vine St, Denver CO 80206

E: rachel@lotussustainability.com

P: 612.558.6296

# Qualifications/Experience/Credentials

Lotus has supported clients with their sustainability initiatives through policy and program development and administration; greenhouse gas (GHG) inventories and modeling; training and outreach; energy efficiency and renewable energy strategy creation; climate action planning; and stakeholder engagement. We have developed GHG inventories and communicated inventory and modeling results with successful and measurable outcomes.

Our experience is diverse and well-rounded. We have worked with communities ranging from urban to rural, growing to shrinking, conservative to liberal, plains to mountains, and small to large.

Our key practice areas include:

- Greenhouse gas accounting, modeling, and visualizations. We create defensible inventories that identify all sectors, sources, and activities responsible for GHG emissions. We are diligent about collecting accurate data, yet we are also well versed in data capture and tracking limitations. Through our expertise, we can come up with creative, transparent approaches to collecting accurate data and updating past inventories. Lastly, we have helped clients understand not only their emissions but also removal trends through carbon sequestration.
- Climate action and resiliency planning. Through research and reporting, communications, stakeholder engagement, and data analysis and modeling we help communities identify what they need to do to integrate sustainability and resiliency into their long-term planning and programming.
- Equitable decarbonization program design and support. We have helped with all facets of sustainability programs: we have developed, managed, raised funding, facilitated, implemented, and managed reporting. We design our programs to be equitable, serving all members of the community and ensuring that everyone benefits even if this means that people follow different paths. We help design programs that leverage the linkages between decarbonization and larger equity commitments.
- **Communications and engagement.** One of our greatest strengths is the ability to take technical information and translate it into information that can be easily understood by decision-makers and the general public. We have utilized various outreach platforms including open houses, focused small groups, case studies, blogs, social media, websites and pages, and reports to promote climate action plans to a vast list of stakeholders (internal and external). We excel at facilitating diverse groups of stakeholders, both in-person and virtually, and leading conversations that drive to consensus and result in decisions that can make real change.

# **Specific Greenhouse Gas Qualifications**

We understand the primary, and secondary, barriers and challenges to collecting accurate GHG accounting data, creating a meaningful GHG emissions inventory, and forecasting GHG emissions. Our broad expertise will enable us to ensure that Grand Junction meets its GHG accounting goals and target setting. We've helped 16% of CDP's 2020 A-List communities prepare their greenhouse gas emissions inventories and are fluent in CDP reporting and submissions. Our expertise includes:

### **OVERARCHING GHG EXPERIENCE**

- We have worked with more than a dozen organizations to complete their **first GHG inventories** and helped them establish the most applicable boundaries and utilize the correct protocols. We can help **communities create goals from baseline data.**
- We are experienced. We have completed and evaluated over 50 GHG emissions inventories for public and private sector clients using a range of protocols and methodologies. We have completed BAU forecasting for multiple clients. We have conducted QA/QC on a variety of datasets, including GHG and source data, with a concentration on accuracy and transparency.
- Further, we can create a **customized**, **easy-to-use GHG emissions tracking tool** that most effectively supports your work.

### **DATA COLLECTION AND TOOL CREATION EXPERIENCE**

- We are **diligent about collecting accurate data**. We are well versed in data capture and tracking limitations, and we understand the barriers to creating a single, unified approach to GHG accounting. Through our expertise, we can come up with **creative**, **transparent approaches** to collect accurate data. This will ensure that future GHG inventories will be able to be completed internally. In addition, when collecting data, we are **highly organized** and will have all questions for the entity prepared before outreach to **ensure minimal repeated data requests**.
- We are **resourceful with constraints.** Each community and GHG inventory are unique. Due to our experience working with multiple protocols and complex organizational boundaries, we can: 1) work around data constraints; 2) brainstorm replicable and transparent solutions; and 3) ensure that data is comparable between one data resource and others.
- We have worked with our clients to uncover all potential emission sources that are not typically included such as **forestry**, **extractive industry**, **and oil and gas**.
- We are research and data-driven, and our curiosity and passion for **ensuring accurate inventories** have led us to question standard assumptions and back-end errors in industry tools and calculators and **suggest appropriate solutions** for issues we have found.
- We are technical. Not all tools are a one-size-fits-all solution. We have created many calculation and inventory tools to support sustainability initiatives for a variety of projects and client needs.

### **CARBON STOCK AND SEQUESTRATION QUALIFICATIONS**

- Lotus has **assessed carbon stocks** for several clients and landscapes across the country including the Colorado Plateau, Maui County, and Kamehameha Schools. Lotus also assessed carbon sequestration potential for lands owned by Kamehameha Schools. Currently, Lotus is working on completing this work for Bozeman, MT.
- Hillary Dobos ran the **first-ever**, **state-wide Voluntary Carbon Market** Colorado Carbon Fund. Hillary oversaw all aspects including fostering the growth of the program through carbon offset procurement (i.e., financing, project development) and increasing demand for carbon offsets (i.e., marketing, program management, private-public partnerships).
- Prior to joining Lotus, Rachel Meier worked for The Nature Conservancy in Colorado and New Mexico performing spatial analysis and providing support to both chapters' Forest programs. While with the Colorado Chapter, Rachel **performed original research and** wrote a report on carbon sequestration in Colorado's lands and best management practices to maintain and increase sequestration in forests and other land cover types within the state.
- While with the New Mexico Chapter, Rachel worked closely with the Forest and Stewardship Program directors to develop **a forest treatment monitoring program** that used an Unmanned Aerial Vehicle (UAV) to take aerial images of forest treatments on the Chapter's preserves. Metrics such as canopy cover, species, and height were able to be measured once the images were analyzed using GIS.

### **COMMUNICATING THE DATA**

- We are detail oriented. We methodically capture all communications from data contacts and document all data assumptions. This will help ensure that all work can be replicated.
- For numerous clients we have projected emissions out to 2050 while considering population growth (or shrinking), increase square footage, national policy, and changing grid makeup. These models allow our clients to identify target sectors for policies and programs.
- We have **created written reports with innovative data visualizations** to effectively display complex GHG inventory and forecasting results.
- We have **developed information and media materials** for the purposes of public education, media information, coalition building, and goal setting.

### **Additional Qualifications**

While our GHG expertise is a great fit for this project, we believe our love of this work is just as important. The following is a list of additional unique qualifications and offerings that Lotus would bring to the project:

- We are **very passionate** about this work. This energy will be evident in your interactions with us, our work ethic, and our deliverables.
- We are **your team**. The same people who compete for the project and manage the project are the same people who do the actual work, creating a streamlined and efficient process.
- We are experienced **project managers**. We are **highly organized** to ensure that the right steps are taken in the right order and the end goals are achieved in an effective and efficient manner. This will be essential to keep the project organized.
- We have created **strong partnerships and relationships** with non-profit organizations, utilities, public sector entities, and private sector firms.
- Our small size allows us to be **nimble and agile**. We are the company leaders. We can make project decisions quickly, without getting additional approval.

# Experience

## **CITY OF BOULDER, COLORADO**

**Project Description:** Lotus has been completing the City of Boulder's community and municipal GHG inventories for 2012, and from 2015 through 2021. Lotus develops community and municipal GHG inventories in separate Excel-based tools which include information regarding data sources, documentation of calculation methodology, and easy-to-digest data visualizations communicating inventory results. Lotus also writes final reports for the community and municipal municipal inventories for Boulder.

Included Sample: City of Boulder 2020 <u>Community</u> Final Report and <u>infographic</u>.

### TOWN OF MOUNTAIN VILLAGE, COLORADO

**Project Description:** Lotus developed Mountain Village's 2019 and 2020 community GHG inventory and 2020 municipal GHG inventory. Additionally, Lotus synthesized the results of the community and municipal inventories into short memorandums comparing 2020 inventory results to previous inventories.

**Included Sample:** <u>2020 Community GHG inventory Results Summary</u>, <u>Community</u> and <u>Municipal</u> GHG Emissions Inventory Results Memos.

### GRAND CANYON TRUST COLORADO PLATEAU GHG INVENTORY

**Project Description:** Lotus developed the first GHG emissions inventory for the Colorado Plateau. The Colorado Plateau covers an area of roughly 130,000 square miles across 41 counties, and includes portions of Arizona, Colorado, New Mexico, and Utah, including several tribal areas and eight National Parks. The inventory tool will help the Grand Canyon Trust better understand the biggest sources of emissions within the Colorado Plateau, identify opportunities to impact those sources through policy, and help educate interested parties. Lotus also projected greenhouse gas emissions in a business-as-usual scenario through 2050

and calculated carbon stock and sequestration across five broad land cover types (forests, grasslands, croplands, developed, and other lands).

Included sample: Colorado Plateau Greenhouse Gas Emissions Inventory and Forecast Report

# **Credentials & Team Description**

### **PRIMARY PROJECT MANAGER**

Rachel Meier, Senior Associate; Team Lead – Public Sector Inventories Email: <u>rachel@lotussustainability.com</u> Telephone: 612.558.6296

Rachel **will be the project manager and lead for this project.** During her time with Lotus, Rachel has managed several greenhouse gas emissions inventories, including inventories for the City and County of Denver, City of Boulder, City of Park City (UT), and the City of Bozeman (MT). She has supported the completion of many GHG emissions inventories and forecasts, including leading the first-ever GHG inventories for the Cities of Commerce City (CO) and Colorado Springs (CO). Rachel is a GIS and data visualization expert and supports and leads tasks related to all of Lotus' GIS and data visualization services. Additionally, she has helped provide critical research and writing in support of CAPs, sustainability and resilience strategies, and program development projects. Before joining Lotus, Rachel supported sustainability and conservation efforts in the non-profit sector. Rachel earned a Masters of the Environment (MENV) in Sustainability Planning & Management from the University of Colorado-Boulder and a B.A. in Environmental Studies and Geography from Gustavus Adolphus College (MN).

### LOTUS PROJECT TEAM

Hillary Dobos, President and Managing Director of the Greenhouse Gas Accounting, Modeling, and Visualization Team Email: <u>hillary@lotussustainability.com</u> Telephone: 303.550.6498

Hillary **will provide data and QA/QC support**. Hillary is known for her GHG accounting; project and program management; market and regulatory/policy creation and analysis; facilitation; communications (internal and external); and report writing. Hillary has served on various local and national boards focused on waste, conservation, energy efficiency, C-PACE, and renewable energy. Hillary earned her B.A. in Art History and Economics from Bowdoin College and her MBA from the University of Colorado-Boulder.

Hillary has managed GHG inventories throughout the United States including (but not limited to): Denver (CO), Boulder (CO), Holy Cross Energy (Utility in Colorado), Colorado Plateau, Routt County (CO), Summit County (CO), Maui (HI), and multiple private sector clients ranging from local banks to Fortune 100 companies to international ski companies.

Nick Russell, Associate Email: <u>nick@lotussustainability.com</u> Telephone: 530.302.7820

Nick **will provide research and data analysis support**. Nick is a versatile geographer focused on human-environmental interactions and political ecology. He has over 3 years of quantitative and qualitative research experience in renewable energy, ecology, and urban sustainability. Nick has extensive experience with GIS, data analysis, and data visualization. Prior to joining Lotus, Nick worked both in the non-profit sector, conducting research for electric vehicle projects, and in the public sector, quantifying air pollution impacts on federal lands. He has a BS in Anthropology and Geography from California Polytechnic State University-San Luis Obispo and a MA in Applied Geography and Geospatial Science from University of Colorado-Denver.

Ally Mark, Associate Email: <u>ally@lotussustainability.com</u> Telephone: 650.681.7525

Ally Mark, Associate at Lotus, will provide research and metric development support. Ally has a strong background in community outreach and engagement through years of work conducting and leading community organizing and outreach activities related to voting and Asian American Action Fund work. Additionally, Ally is an environmental engineer with a strong background in and understanding of water resources and how to communicate technical data and information to a broad and diverse audience that may not possess a deep knowledge in the topic area. Ally is a strong communicator whose philosophy focuses on human-centered design and understanding the lived experiences of the individuals with whom she is working and representing.

Shannon Hessler, Data Research Associate Email: <a href="mailto:shannon@lotussustainability.com">shannon@lotussustainability.com</a> Telephone: 719.839.0070

Shannon Hessler, Research Associate at Lotus, will provide **data entry, writing, and research support.** Prior to joining Lotus, Shannon worked on the creation of the City of Gunnison's first climate action and resiliency plan which is based on the results of 2015 and 2020 emissions inventories and includes an overall emphasis on equity and climate justice. She completed her B.S. in Environmental Engineering at the University of Colorado-Boulder and Master of Environmental Management (MEM) in Sustainable and Resilient Communities from Western Colorado University.

Natalie Cross, Data Research Associate Email: <u>natalie@lotussustainability.com</u> Natalie Cross, Research Associate at Lotus, will provide **research and data analysis support**. Before joining Lotus, Natalie led two years of greenhouse gas emissions inventories for her college, streamlining the data collection process. She modernized the data visualizations and inventory reports, making technical information understandable to the everyday reader. Natalie also brings data and spatial analysis experience from her research-based background in biometeorology and environmental manifestations of climate change. She completed her B.A. in Environmental Science at Colorado College.

For more information on the team please see the resumes at the end of the proposal.

# Strategy and Implementation Plan

Lotus understands that Grand Junction wants to complete two emissions inventories, a carbon sequestration analysis, comprehensive report, and dashboard.

Lotus will create two emissions inventories, a baseline 2016 GHG emissions inventory and a 2021 GHG emissions inventory, to illustrate emissions trends from 2016 to 2021. Additionally, Lotus will complete a carbon stock and sequestration analysis to provide insight on best practices for Grand Junction. Recognizing the critical importance of water to Grand Junction's desert landscape, we will craft strategies that simultaneously promote water conservation, carbon sequestration, and emissions reductions. We will work with the City of Grand Junction to set bold, yet attainable emissions reduction targets based on the results of these inventories and research.

We will provide holistic policy recommendations that not only reduce emissions, but promote water conservation, maximize carbon sequestration potential and consider the equity impacts of each strategy. From here, we will help Grand Junction display data and policy recommendations in a meaningful and digestible way. The phases of this project and individual tasks are below.

# Phase 1

## TASK 1.1: PROJECT MANAGEMENT

We propose an approach that will seamlessly support the City of Grand Junction. At the project's onset, we will establish agreement on the project goals, expectations, process, scope, timeline, and measures of success. Specific subtasks include:

- Hold a virtual kick-off meeting for the project.
  - Review the scope of work, including key milestones and dates.
  - Establish a process for coordinating with the internal project team.
  - Determine frequency and content of regular check-in calls and emails, and schedule accordingly.

- Ensure there is agreement on the project goals and expectations, process, scope, timeline, and outcomes of the subsequent work.
- Biweekly check-in emails.
- Additional phone calls and emails (as needed).
- Monthly invoice reporting.

### **Deliverables:**

- Project kickoff meeting.
- Final project plan and timeline.
- Monthly invoice reports.

# Unique Qualifications: We are known for our project management. Each of our references will attest to our focus on detail, organization, and time management.

# TASK 1.2: DEVELOP 2021 AND 2016 COMMUNITY-WIDE GHG EMISSIONS INVENTORIES AND BUSINESS-AS-USUAL EMISSIONS PROJECTION

Task 1.2 includes the creation of a 2016 and 2021 GPC-compliant GHG inventory for communitywide emissions and accompanying documentation. These inventories will be created utilizing an inventory analysis spreadsheet tool that Lotus developed and is compliant with the protocol. We will make sure that the tool is easy to understand, includes many summary charts and data visualizations to help communicate the information, and can be updated in-house in future years to generate comparable emissions inventories. All data sources and information are maintained and shared with the city to ensure transparency and replicability. Lotus will also create a business-as-usual model that will project emissions from the baseline out to 2050.

### Specific subtasks include:

- Create two transparent GHG emission inventory tools, one for each year, for Grand Junction that are GPC-compliant at the level desired by the city. Key aspects of this tool include summary of data sources; emission factors; emission calculations; and emission summary.
  - The GPC protocol is the industry standard protocol for community wide GHG inventories.
- For both the 2016 and 2021 Inventories:
  - Review all applicable emission sources and outline sources (e.g., direct or indirect) that may be considered *de minimis* by scope and sector. Review this list with Grand Junction. Note these inventories will focus primarily on Scope 1 and 2 emissions and will include Scope 3 emissions categories where possible.
  - Review, cull, analyze, and leverage available data to save time and money.
  - Confirm reporting protocols, emissions factors, activity data and analytical tools.

- Coordinate data collection from multiple city departments and all other required sources, identify types of necessary data, collection procedures, and approach to addressing data gaps.
- Conduct quality assurance/quality control (QA/QC) review on collected data to ensure that it aligns with best practices and industry knowledge.
- The 2021 inventory will include a Year Over Year tab to easily compare important metrics between the baseline 2016 and 2021.
  - Key metrics for future comparison including, but not limited to, emissions by sector, emissions by source, emissions per capita, energy use intensity by building sector, water use data, and air quality data.
- Prepare an inventory output for reporting platforms such as Greenhouse Gas Protocol (GPC) and Carbon Disclosure Project (CDP).
- A business-as-usual emissions model.
- Review all findings with the city.

## **Deliverables:**

- 2016 GPC-compliant GHG inventory.
- 2021 GPC-compliant GHG inventory.
- Business-as-usual model.
- Inventory review meeting.
- All accompanying data sources, including emails and original reports and spreadsheets.

Unique Qualifications: Our team has completed 50+ GHG inventories for the public sector. All data and calculations are fully transparent and reviewed with the internal project team. Our calculation tools support "plug-and-play" functionality. This allows our clients to perform inventories in-house in the future without the need for consultant support.

# Phase 2

### TASK 2.1: CARBON SEQUESTRATION

Task 2.1 includes quantifying carbon sequestration for the boundary and relating carbon stock and sequestration to the overall inventory.

Lotus recommends utilizing the <u>ICLEI LEARN tool</u> which is free to Grand Junction and will allow for easy update in future years. Lotus would utilize the software and write up a step-by-step guide for Grand Junction to use it in future years. Note that the analysis focuses only on trees currently. If Grand Junction wants a more detailed analysis, Lotus can discuss the options (and resulting costs) with the City. Lotus can also utilize the <u>iTree Our Trees</u> tool to estimate the amount of air pollution removed and stormwater impacts from trees. This will supplement the results from the LEARN tool to give the City a comprehensive understanding of the benefits of its urban tree canopy and other open space areas.

Specific subtasks include:

- Data inputs and exports of data for LEARN tool.
- All explanations of how to run the software will be captured in Task 3.1.
- Original research in a zipped file.

## Deliverable(s):

- Call(s) to discuss data needs and data-related questions.
- Carbon Stock Analysis integrated into the inventory management plan and report (Task 2.3 and Task 3.1).

Unique qualifications: There is a growing need to quantify carbon storage capacity and measure potential for future sequestration, both for emissions and overall community and ecosystem resiliency. Lotus has completed many carbon stock analyses and has assessed carbon sequestration potential for a wide range of ecosystems, from the deserts of the Grand Canyon to the islands of Hawai'i.

### TASK 2.2: CLIMATE ADAPTATION AND RESILIENCE RESEARCH AND METRICS

Lotus will supplement the results from the carbon stock and sequestration analysis with research that will help the City develop metrics related to water use, conservation, equity, resilience and climate adaptation. Subtasks include:

- Research into metrics used by municipal water utilities in Colorado and across the Western US.
- Research into best practices regarding xeriscaping and managing landscapes to best maintain carbon sequestration while limiting water used for irrigation of lawns and open spaces.
- Draft a brief memo that outlines suggested metrics the City should track related to water use and findings from additional research. The memo will also list strategies that will help the City balance equity with resilience and climate adaptation.

### **Deliverable:**

• Metrics and recommendations will be incorporated into Task 2.3.

### TASK 2.3: GHG EMISSIONS REPORT AND POLICY RECOMMENDATIONS

Lotus will prepare a GHG emissions report. The report will be graphically/infographic heavy. The report will be written and formatted so that it is easily understood and received by the public. Initial content will be provided as a Word document for feedback. It is assumed that there will

be one round of edits. In the report, Lotus will clearly tie 2016-baseline GHG emissions and 2021 GHG emissions to the city's recommended emissions reduction goals. Specific tasks include:

- Prepare a summary report that includes:
  - Key findings of the 2021 inventory.
  - A comparison of activity data and emissions trends between previous inventories 2016 and 2021.
  - A review of the potential causes for changes in activity data and emissions between 2016 and 2021.
  - Science based targets and policy recommendations from research findings and GHG inventory results.
  - Carbon sequestration information and water metrics as they relate to conservation and climate change.
  - An overview of business-as-usual emissions projections.
  - A set of high impact actions to achieve the set targets.

### Deliverables (Each deliverable will have one round of feedback):

- Draft Word Document.
- Final Word Document.

Unique Qualifications: We are both content experts AND communication experts. We excel at taking complicated information and presenting it to the public. We use an impact-data driven approach, where we use data to elevate the understanding of our stakeholders, transitioning them from an observer to an active participant and a co-creator of solutions.

# Phase 3

### TASK 3.1: INVENTORY MANAGEMENT PLAN AND TRAINING

Lotus will train City staff so that future inventories can be completed in-house. Lotus will prepare an Inventory Management Plan that explains how the inventory was created, any assumptions that were made, provide a guide for future data collection, and describe calculation methodologies. The Inventory Management Plan will also include a detailed description of how to use the inventory tool.

We will host a virtual training session for key City of Grand Junction staff and personnel to teach the inventorying practice. This session may loosely follow the information laid out in the Inventory Management Plan that and will be designed to focus on specific areas of concern or challenges. We will also brainstorm with the group how future data collection and accounting can be enhanced. Note: The Inventory Management Plan will make recommendations on which data should be updated regularly (every inventory) and which data can be updated on a less regular basis. This data could be updated on a less regular basis as it most likely does not change much, is hard to collect, and has a small impact overall on the inventory.

If an inventory is too time-consuming to update, we have found that many clients seek outside consultants to do the work since they do not have in-house capacity. To set reasonable expectations for future updates, we will rank data by importance, time to collect, and data quality (low, medium, and high).

# Deliverable(s):

- Inventory Management Plan.
- One meeting to train staff on how to use the spreadsheet.

### TASK 3.2: DATA VISUALIZATION PLATFORM

Lotus has developed engaging websites and innovative data tools communicating sustainability and resiliency plans for several mountain communities. We understand that impactful implementation hinges on ensuring the community is involved at all stages and that information about the plan is publicly available, transparent, and understandable. Lotus will support the integration of a data visualization platform for the City of Grand Junction's existing sustainability website that allow all community members to engage with climate and emissions data in an interactive format that will enable transparent monitoring of progress towards goals.

See an example of an interactive dashboard we created for CORE <u>here</u>. Other examples of data visualizations that Lotus has created for clients can be found <u>here</u>.

We will support Grand Junction in integrating a dashboard to create an interactive and engaging platform for Grand Junction to share its sustainability story. We will create a tool that tracks progress toward the science-based targets developed in this scope of work. Specific subtasks include:

- Work with the City to identify the best platform for an interactive and engaging web tool to communicate the updated plan and track progress towards goals.
  - Lotus has experience with the following dashboard platforms:
    - Tableau.
    - ArcGIS Dashboards.
    - PowerBl.
- Develop the web tool and conduct multiple rounds of user testing to ensure clarity of information and ease of use.
- Collaborate with the City's project staff to ensure seamless integration of the developed web tools with the City of Grand Junction's existing web infrastructure.

### **Deliverable:**

• Interactive dashboard.

### TASK 3.3: CDP DISCLOSURE AND BENCHMARKING

Task 3.3 involves supporting the City with CDP reporting. Lotus and the Grand Junction team will review the 2023 CDP questionnaire together and will collaborate on filling out the CDP questionnaire. Lotus will fill out the emissions inventory questions as well as include the necessary information as an individual tab in Grand Junction's inventory spreadsheet. Grand Junction will complete the rest of the survey.

We will also include a benchmarking tab in the inventory spreadsheet which compares emissions to 5-6 similar sized cities. We will work with Grand Junction to define which cities to include for benchmarking.

### **Deliverables:**

- Completed CDP GHG inventory section.
- CDP reporting tab in inventory spreadsheet.
- Benchmarking tab in inventory spreadsheet.

# **Time Schedule**

The Lotus team is able to complete this scope of work in the requested 5 months. However, this timeline assumes timely receipt of necessary data from Grand Junction. Our schedule is based on our expertise and experience from many years of this work.

TASK AND SUBTASK	December	January	February	March	April
Task 1.1: Project Management					
Task 1.2: GHG Inventories + BAU					
Task 2.1: Carbon Sequestration					
Task 2.2: Climate Adaptation and Resilience Research and Metrics					
Task 2.3: Report and Policy Recommendations					
Task 3.1: IMP and Training					
Task 3.2: Data Visualization Platform					
Task 3.3: CDP Disclosure and Benchmarking					

# **Ongoing Support**

Part of our mission is to empower our clients to complete future projects in-house and use the work in their everyday jobs. Our deliverables are very transparent; we keep records of all emails, phone calls, and original datasets to leave a paper trail for the next iteration. We also have an

open-door policy if previous clients have questions months after the contract has ended, and we are happy to answer a reasonable amount of additional questions at no additional fee after the project is completed. If the client requires changes and/or enhancements to final work products, we will charge an hourly rate – no retainer needed.

# References

Additional references are available upon request.

### **CITY AND COUNTY OF DENVER, COLORADO**

- Contact Name: Elizabeth Babcock; Climate Team Manager of Office of Climate Action, Sustainability, and Resiliency; Phone: (720) 865-5385; Email: <u>Elizabeth.Babcock@denvergov.org</u>; Fax: N/A; Address: 101 W Colfax Ave, Denver, CO 80202, Suite 800
- **Project Complexity and Scope:** The City and County of <u>Denver's 80x50 Climate Goal</u>: <u>Stakeholder Report</u> establishes a path to reduce community-wide GHG emissions by 80 percent by the year 2050. Lotus led the development of Denver's 80x50 Plan by conducting a review of processes and plans already established by the City; conducting a needs assessment; working with a diverse network of over 80 stakeholders and community experts in the fields of energy and transportation to identify the most relevant and impactful strategies for Denver to pursue; modeling the impacts of stakeholder-identified emissions reduction strategies; and drafting a CAP that will support the City in achieving its goals. Additionally, Lotus completes Denver's community and municipal GHG inventories ever year.

### **GRAND CANYON TRUST**

- **Contact Name:** Amber Reimondo; Energy Program Director; 2601 N. Fort Valley Road Flagstaff, AZ 86001; Email: <u>areimondo@grandcanyontrust.org</u>; Phone: 928-774-7488
- **Project Complexity and Scope:** Lotus helped develop the first greenhouse gas emissions inventory for the Colorado Plateau. The Colorado Plateau covers an area of roughly 130,000 square miles and includes portions of Arizona, Colorado, New Mexico, and Utah. The inventory tool will help the Grand Canyon Trust better understand the biggest sources of emissions within the Colorado Plateau, identify opportunities to impact those sources through policy, and help educate interested parties. Read a <u>short summary</u> of our findings or check out the entire report <u>here</u>.

"Working with Lotus has been an extremely positive experience. We came to Lotus in the research phase of a large project, and they were able to take our idea and run with it. From project design, to becoming experts in the subject area, Lotus created a defensible, scientifically sound greenhouse gas emissions inventory and forecast to 2050 for the entire Colorado Plateau. They were always available to answer questions, and even conducted an in-person training to teach our team how to replicate the inventory in the future. We can't recommend Lotus highly enough and hope to work with them again in the future."

- AMBER REIMONDO AND MEGAN KELLY, GRAND CANYON TRUST

### TOWN OF ERIE, CO

- **Contact Name:** Tyler Kesler; Sustainability Manager; 645 Holbrook St, Erie, CO 80516; Email: <u>tkesler@erieco.gov</u>; Phone: 303.926.2880
- **Project Complexity and Scope:** Lotus is completing the Town of Erie's first communitywide and municipal operations greenhouse gas emissions inventories. Additionally, Lotus will be developing inventory management plans and training Erie staff on how to complete the inventories in future years. A carbon stock analysis, inventory summary report, and data dashboard will also be completed as deliverables. This project has an identical budget and timeline to that proposed by Grand Junction and will be completed by the end of 2022.

# Fee Proposal

### **DETAILED BUDGET**

Lotus estimates that this scope of work will cost \$29,705. Also see the attached Solicitation Response Form.

					Lo	tus												
Task	President		Director		Senior Associate		Associate		Research Associate		Total Lotus	Total Labor	Travel	Total				
	Regular	Trave	l Regular	Travel	Regular	Travel	Regular	Travel	Regular	Travel	Labor	Costs	Costs	Costs				
	\$170	\$85	\$150	\$75	\$130	\$65	\$115	\$58	\$100	\$50								
Task 1.1: Project Management	1	0	0	0	20	0	1	0	2	0	24	\$3,085	\$0	\$3,085				
Task 1.2: GHG Inventories + BAU	4	0	0	0	25	0	20	0	30	0	79	\$9,230	\$0	\$9,230				
Task 2.1: Carbon Sequestration	0	0	0	0	3	0	0	0	3	0	6	\$690	\$0	\$690				
Task 2.2: Climate Adaptation and Resilience Research and Metrics	2	0	0	0	5	0	5	0	20	0	32	\$3,565	\$0	\$3,565				
Task 2.3: Report and Policy Recommendations	2	0	0	0	8	0	8	0	20	0	38	\$4,300	\$0	\$4,300				
Task 3.1: IMP and Training	0	0	0	0	6	0	4	0	10	0	20	\$2,240	\$0	\$2,240				
Task 3.2: Data Visualization Platform	5	0	0	0	10	0	15	0	10	0	40	\$4,875	\$0	\$4,875				
Task 3.3: CDP Disclosure and Benchmarking	0	0	0	0	2	0	4	0	10	0	16	\$1,720	\$0	\$1,720				
TOTAL	14	0	0	0	79	0	57	0	105	0	255	\$29,705	\$0	\$29,705				

### **BUDGET CONTROL**

To stay on budget, Lotus takes the following steps in each project:

• Set goals early on. We take pride in our ability to manage complex and multifaceted projects. We begin every project with kick-off meetings that dive deeply into project

goals, timelines, budgets, measures of success, and milestones while confirming the scope of work.

- Hold regular check-ins. We set a schedule of regular conversations to update our clients on work achieved to date, challenges, and next steps. We also hold regular meetings internally to be sure we are continually moving forward together.
- Allow for flexibility. We also allow for flexibility. We acknowledge that over the project term, not everything we know to be true today will still be true at the project's completion. Our regular conversations ensure that there are no big surprises and allow our clients to brainstorm with us as things change.
- **Document all conversations.** All meetings check-in calls, stakeholder discussions, internal calls include agendas and a recap or meeting minutes. This ensures that we have a paper trail to reference.
- **Prepare detailed monthly invoice reports.** Accompanying our detailed invoices are monthly invoice reports that include subtasks and deliverables completed to date, those in progress, and those still to be completed.

Offeror must submit entire Form completed, dated and signed.

# 1) Cost plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ 29, 705

FIXED FEE WRITTEN: 1	wenty nine	thousand	seven 1	hundred	five	dollars.
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Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ 29,705

# GUARANTEED MAXIUMUM PRICE WRITTEN: Twenty nine thaisand seven hundred five dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of  $\underline{N/A}$  percent of the net dollar will be offered to the Owner if the invoice is paid within  $\underline{N/A}$  days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

LOTUS ENGINEERING AND	JUSIAINABILITY, LLC
Gompany Name/7 (Typed	or Printed)
Julie XIL	$\sim$
Authorized Agent Signatur	e
1627 VINE STREE	T
Address of Offeror	
DENVER, CO 802	206
City State and Zin Code	

Authorized Agent – (Typed or Printed)
612 558 6296
Phone Number
RACHELPLOTUSSUSTAINABILITY.COM
E-mail Address of Agent
10/13/202
Date





# DATA VISUALIZER/ANALYST RESILIENCE PLANNER CARBON SEQUESTRATION EXPERT

**PROJECT MANAGER** 

Rachel brings years of experience performing spatial analysis and data visualization to federal, state, and non-profit organizations. She is well-versed in calculating greenhouse gas emissions and coming up with creative ways to work with complicated datasets. Rachel is known for her detail-oriented nature, passion for learning and strong organization and project management skills.

# **Rachel Meier**



### SENIOR ASSOCIATE, TEAM LEAD ON PUBLIC SECTOR GREENHOUSE GAS EMISSIONS INVENTORIES

# Experience

### LOTUS ENGINEERING & SUSTAINABILITY, LLC., Denver, CO

Senior Associate, 2019-Present

Supports sustainability projects for a diverse array of public- and privatesector entities.

- Performs detailed analysis on carbon emissions, greenhouse gas inventories, and emissions modeling.
- Guides public sector entities in accounting for greenhouse gas emissions, setting reduction goals and prioritizing mitigation strategies.
- Performs spreadsheet, document, and report reviews as a part of Lotus' quality assurance process.
- Creates data visualizations and public-facing communications materials for clients.
- Authors and creates documents and other products to support Lotus business development efforts.

### THE NATURE CONSERVANCY, Santa Fe, NM

#### GIS Specialist, 2018-2019

Provided cartography and spatial analysis support for all chapter programs in the New Mexico chapter. Performed spatial analysis to support all programs including urban heat island analysis, electric vehicle charging station planning, and riparian habitat mapping. Developed a UAV program for monitoring conservation easements, preserves, and forest restoration efforts. Maintained and populated data and record databases, GIS library and manual files.

### THE NATURE CONSERVANCY, Boulder, CO

### Intern, Climate Action through Conservation Project, 2016-2017

Led the spatial analysis team in developing a methodology for NGOs to use geospatial analysis and statistical data to model carbon stocks. Established an organizational system which helped maximize database management. Produced new maps, tables and other graphical outputs in ArcMap and Microsoft Excel to generate focus areas for future carbon sequestration efforts by TNC. Collaborated with colleagues to create a report outlining policy suggestions for TNC staff supported by spatial analyses.

### **COLORADO ENERGY OFFICE, Denver, CO**

Student Project Lead, REV West Charging Station Analysis Project, 2017 Determined optimal locations for electric vehicle fast charging stations using QGIS, informing future construction of the REV charging corridor on Colorado's highways. Created maps and tables that will be used in the identification of funders for the fast charging stations throughout the corridor. Presented to the CEO project team on where to construct the stations, easing EV drivers' range anxiety, and increasing EV sales in CO and throughout the West.





### SKILLS

Data analysis and visualization

Spatial analysis and cartography

**Resilience planning** 

Carbon sequestration

Project Management

#### **EDUCATION**

University of Colorado-Boulder Masters of the Environment, Sustainability Planning & Management, 2017

Gustavus Adolphus College B.A., Environmental Studies and Geography, 2016

### **GET IN TOUCH**

www.lotussustainability.com rachel@lotussustainability.com 612.558.6296

# **Rachel Meier**



### SENIOR ASSOCIATE, TEAM LEAD ON PUBLIC SECTOR GREENHOUSE GAS EMISSIONS INVENTORIES

# **Experience**

# NATIONAL WEATHER SERVICE, TWIN CITIES FORECAST OFFICE, Chanhassen, MN

#### Student Intern, Landslide Mitigation Project, 2015

Conducted research and statistical analysis of historical rainfall totals to quantify a metric for predicting potential future landslides. Collaborated with state, local, research universities and NGOs to produce a joint report given to former Minnesota Governor Mark Dayton, affecting future policies addressing actions taken to mitigate landslide damage across the state of Minnesota.

# **Volunteer Work**

- Conservation Data Lab, Advisor, 2020-present
- Adams County (CO) Elections, 2020-Present
- Volunteers for Outdoor Colorado, 2021-present
- City of Westminster Open Space (CO), 2022-present





### FACILITATOR ENTREPRENEUR CREATIVE LEADER / PROBLEM SOLVER PROGRAM MANAGER

Hillary has managed programs and projects for the public and private sector for almost 15 years. Hillary is known for her management skills, meeting and stakeholder facilitation, market and regulatory/policy creation and analysis, and communications (internal and external), and project and program management.

# **Hillary Dobos**



### PRESIDENT; MANAGING DIRECTOR OF GREENHOUSE GAS ACCOUNTING, MODELING, AND VISUALIZATION

# **Experience**

### LOTUS ENGINEERING & SUSTAINABILITY, LLC., Denver, CO

President, 2014-present

Provides leadership support to Lotus team

- Advises clients on sustainability, providing support to over 25 organizations.
- Leads climate action planning with local governments. Guides companies and public sector entities in accounting for greenhouse gas emissions, setting reduction goals and prioritizing mitigation strategies.
- Coaches government sustainability teams in creating successful programs.
- Advises organizations in identifying sustainability priorities, setting goals and achieving objectives.
- Creates technical reports on market trends, policy, and finance.

### **COLORADO ENERGY OFFICE, Denver, CO**

### Senior Program Manager, Various Programs, 2010–2013 Energy Performance Contracting

Managed the award-winning EPC program. Directed program that secured investments in energy, water, and fleet efficiency upgrades and renewable energy. Led program in supporting \$40 million in projects in 2012 and \$60 million in 2013, securing Colorado's position as a top-five state for EPC investment. Educated contractors in the EPC process and ensured that they maintained the highest levels of quality. Advised Energy Service Companies, fostering a successful EPC community.

### Greening Government

Led state government agencies in reducing resource use, thus saving state funds. Devised and implemented reductions in energy, water, paper, and petroleum use. Assisted in creating and executing State Environmental Preferable Purchasing Policy. Developed, implemented, funded, and assessed state sustainability programs and developed future reduction goals and metrics. Tracked, calculated, and reported water and energy use in 2000+ state buildings, petroleum use in the 6000+ vehicle fleet, and State Government's greenhouse gas footprint.

### Colorado Carbon Fund

Spearheaded all aspects of fund including fundraising and program development. Developed program to successful spin out of the Energy Office into a self-sufficient nonprofit in 2012. Increased demand for carbon offsets through calculating greenhouse gas emissions for dozens of companies and public sector clients, devising marketing campaigns and developing strategic partnerships. Monitored regional and national policy issues for implications on the state.





#### SKILLS

Project/Program Management Report Writing Communications Policy creation and analysis Facilitation

#### **EDUCATION**

University of Colorado Leeds School of Business MBA, Sustainability and Project Management, 2010

Bowdoin College B.A., Economics and Art History, 2004

#### CERTIFICATIONS

Environmental Law and Regulation University of Washington

#### **GET IN TOUCH**

www.lotussustainability.com hillary@lotussustainability.com 303.800.5541

# **Hillary Dobos**



### PRESIDENT; MANAGING DIRECTOR OF GREENHOUSE GAS ACCOUNTING, MODELING, AND VISUALIZATION

# **Experience**

#### National Renewable Energy Laboratory, Golden, CO

Project Engineer, 2009–2010

Researched and reported on variety of energy, policy and economic issues. Analyzed cap-and-trade, carbon tax, and renewable energy policy as well as market and technology assessments through data collections, literature reviews, industry reviews, and writing spearhead analysis. Co-authored and supported various NREL publications. Assisted in developing a detailed proform a levelizing cost of energy models for various solar technologies and financing structures.

#### CASCADIA CONSULTING GROUP, INC, Seattle, WA

#### Associate, Research and Analysis, 2005-2007

Devised, implemented and managed waste and recycling plans. Led projects ranging from \$100k to over \$2 million for governments and companies including NYC, Home Depot, U.S. Army, Pentagon, Delaware, and Starbucks.

#### AMERICORPS

#### School Partnerships Liaison, 2004-2005

Led key aspects of developing IslandWood School through promoting the program to teachers, parents and students, including many inner-city schools.

# **BOARDS**

- New Energy Improvement District Board, 2019-present
- Pollution Prevention Advisory Board Governor Appointed, 2011–2019
- The Nature Conservancy Elected to Young Professional Board, 2012-2018
- Colorado Carbon Fund Board of Directors Member, 2012-2014
- National Energy Service Coalition Board Elected State Representative, 2012-2013
- Colorado Energy Service Coalition Board Elected Public Chair, 2012– 2013
- Colorado Greening Government Council Director, 2011-2013





### **GEOGRAPHER**

DATA ANALYST RESEARCH COMMUNICATOR HUMAN-ENVIRONMENTAL INTERACTION SPECIALIST

Nick is one of the newest members of the Lotus team. He brings years of experience executing geospatial and statistical analyses for federal and non-profit organizations. Nick also brings proficiency with data visualization, cartographic design, and research communication. Nick is known for his ability to identify important findings from detailed data and transform complex research results into digestible formats.

# Nick Russell



### ASSOCIATE

# **Experience**

#### LOTUS ENGINEERING & SUSTAINABILITY, LLC., Denver, CO

#### Associate 2021-Present

Supports sustainability projects for a diverse array of public- and privatesector entities.

- Conducts detailed analysis on greenhouse gas inventories and assists with data collection and data management for inventories
- Communicates results of greenhouse gas inventories to stakeholders and broad audiences through written reports and data visualization
- Performs spatial analysis with GIS and produces public-facing cartographic materials
- Creates data visualizations with Tableau to support data communication and transparency efforts

#### NATIONAL PARK SERVICE AIR RESOURCES DIVISION, Lakewood, CO

Communication and Data Management Intern, 2020-2021 Conducted statistical and spatial analyses in R and ArcGIS to quantify the effects of air pollution on natural resources within national parks. Synthesized analysis results into written reports and presented findings at national conferences. Developed, managed, and utilized a database of ~900,000 vegetation plots and 11,000 plant species within national parks. Maintained and upgraded multiple web mapping applications communicating air pollution monitoring and conditions and trends within national parks.

# UNIVERSITY OF COLORADO DENVER GEOGRAPHY AND ENVIRONMENTAL SCIENCES DEPARTMENT, Denver, CO

#### Teaching Assistant, 2019-2020

Designed and presented lectures to undergraduate students on multiple topics including environmental risks and hazards, nature and society, environmental economics, and political ecology. Developed new curricula and wrote assignments that reflected course goals and encouraged student participation and engagement. Provided grading and student communication assistance for classes with up to 95 students.





#### SKILLS

Spatial and statistical analysis

Data visualization

Data management

Research design

Report writing and research communication

#### **EDUCATION**

University of Colorado-Denver M.A., Applied Geography and Geospatial Science, 2021 Geographic Information Science Certificate

California Polytechnic State University San Luis Obispo B.S., Anthropology and Geography, 2017

#### **GET IN TOUCH**

www.lotussustainability.com nick@lotussustainability.com 530.302.7820

# Nick Russell



### ASSOCIATE

# **Experience**

#### CENTER FOR SUSTAINABLE ENERGY, San Diego, CA

Research Analyst Assistant, 2017-2019

Provided quantitative and qualitative analysis support for multiple clean electric vehicle incentive programs. Collaborated with team members and external stakeholders in universities, non-profit organizations, and government departments to align research and project objectives. Developed, programmed, and launched complex survey instruments for statewide electric vehicle incentive programs. Conducted statistical analysis on survey results using R and Microsoft Excel. Administered semistructured interviews and led qualitative analysis of interview results. Created multiple public-facing Tableau dashboards communicating project impact and progress. Designed digestible visualizations from complex data for written reports and stakeholder presentations.

### ENVIRONMENTAL CENTER OF SAN LUIS OBISPO, San Luis Obispo, CA

#### Community Engagement Amplifier Intern, 2017

Managed an ecology education initiative through scheduling and promoting hikes and volunteer opportunities with social media and email campaigns. Supported community engagement through the creation of quarterly newsletters and outreach events. Implemented an ongoing education lecture series for hike leaders to share ecological expertise with the community.





# COMMUNITY ORGANIZER EQUITY EXPERT ENGINEER PLANNER

Allison brings years of experience facilitating community and stakeholder meetings. She also has experience with community organizing and coalitionbuilding, and has been a leader in expanding diversity, equity, and inclusion in her previous roles. Allison is known for her passion for community outreach and engagement, ability to organize and communicate complex topics, and detailoriented nature.

# **Allison Mark**



# ASSOCIATE, COMMUNICATIONS AND ENGAGEMENT

# **Experience**

### LOTUS ENGINEERING & SUSTAINABILITY, LLC., Denver, CO

#### Associate, 2022-Present

Supports sustainability projects for a diverse array of public- and privatesector entities.

- Supports and leads the facilitation of stakeholder, task force, and community meetings.
- Identifies ways to integrate components that address equity and issues of environmental justice through all outreach and engagement work.
- Analyzes results of engagement efforts and weaves the findings into climate action plans, sustainability reports, and other client deliverables.
- Leads the development of outreach materials, including websites for community plans, surveys, and other innovative approaches to gathering community and stakeholder input.

### EMMONS & OLIVIER RESOURCES, INC, St. Paul, MN

### Watershed Planner/Engineer, 2021-2022

Researched and analyzed climate resiliency and sustainability programs, policies, plans, and codes. Developed relationships with clients across multiple levels of governance including state, county, watershed district and municipal agencies, landowners, and developers. Co-directed cross-departmental and community group workshops using Visual Strategy Mapping to identify goals, strategies, priorities, and metrics. Coordinated and spearheaded internal Diversity, Equity, and Inclusion Committee workshops to develop strategic direction and identify initiatives and priorities. Used GIS software to identify flood hazard, map historic environmental conditions, correct digital elevation models, delineate watersheds, and perform other analyses.

### WILDFIRE CONTACT, Chicago, IL

### Account Assistant, 2020

Worked across three departments to coordinate campaign communications, including organizing vote-by-mail and voter registration application programs in eight states for Vote.org and in 38 states for Rock the Vote. Formed relationships with campaign staff to facilitate the delivery of 96 mail campaigns for 16 clients.

### US HOUSE COMMITTEE ON SCIENCE, SPACE, & TECHNOLOGY, Washington DC Intern, 2019–2020

Supported policy development on a variety of issues, including drafting a Committee hearing proposal on the intersection of public health and climate change and conducting political and budgetary analysis on Department of Homeland Security facial recognition research programs. Provided administrative and logistical support for Committee hearings and events.





### SKILLS

**Community Engagement** 

Facilitation

Relationship-building

Communications

Diversity, Equity, and Inclusion Strategy Development

#### **EDUCATION**

Northwestern University M.S. Environmental Engineering, 2019

B.S. Environmental Engineering, 2018

#### **GET IN TOUCH**

www.lotussustainability.com ally@lotussustainability.com 650.681.7525

# **Allison Mark**



# ASSOCIATE, COMMUNICATIONS AND ENGAGEMENT

# **Experience**

### **GREENPRINT PARTNERS, Chicago, IL**

Engineering Maintenance Intern, 2019

Produced a detailed cost-estimate memo on green stormwater infrastructure (GSI) Operations and Maintenance (O&M) to support grant applications. Coordinated a company-wide policy and training program for new customer relationship management tool.

# **Volunteer Work**

- Community Science Fellow, Thriving Earth Exchange, 2022-present
- MN DNR Parks and Trails Legacy Advisory Committee, 2022-Present
- Asian American Action Fund, 2020-present
- Community Organizer, 2020-present





# ENVIRONMENTAL ENGINEER SUSTAINABILITY & CLIMATE ACTION PLANNER DATA COMMUNICATOR

Shannon brings experience calculating greenhouse gas emissions inventories and develping climate action plans, having helped developed the City of Gunnison's first climate action plan. Shannon is passionate about the intersectionality of climate justice, health, and environmental degradation, and helping communities with their climate preparedness.

# **Shannon Hessler**



## **RESEARCH ASSOCIATE**

# **Experience**

### LOTUS ENGINEERING & SUSTAINABILITY, LLC., Denver, CO

Research Associate 2022-Present

Supports sustainability projects for a diverse array of public- and privatesector entities.

- Conducts detailed analysis on greenhouse gas inventories and assists with data collection and data management for inventories
- Communicates results of greenhouse gas inventories to stakeholders and broad audiences through written reports and data visualization
- Performs spatial analysis with GIS and produces public-facing cartographic materials
- Creates data visualizations with Tableau to support data communication and transparency efforts

### CITY OF GUNNISON, Gunnison, CO

#### Sustainability and Climate Planning Intern, 2021-2022

Co-wrote Gunni C.A.R.E.S 2030, a Climate Action, Resiliency, and Environmental Sustainability Roadmap for the City of Gunnison. Collaborated with diverse stakeholders including City and Public Works officials, community leadership, non-profits, local producers, businesses and Western Colorado University Faculty to create 117 specific actions in the areas of climate action, resiliency, water, waste and energy. Moderated 5 specific workshops to create targeted actions in these priority areas, including a focus on climate preparedness, environmental justice, and resiliency. Completed a 2020 GHG emissions inventory and specific actions to reach science-based targets for emissions reductions by 2030. Held a public forum with 70+ attendees.

# WESTERN COLORADO UNIVERSITY, ENVIRONMENT & SUSTAINABILITY PROGRAM, Gunnison, CO

Teaching Assistant & Mentor, Curriculum Developer, 2020-2022 Graduate teaching assistant (TA) for the Environmental Sustainability senior capstone course. Mentored capstone projects including updating the University's Sustainability Blueprint and creating a Green Business Program for the Gunnison Valley in Partnership with Colorado Department of Public Health and Environment (CDPHE). Additionally, mentored first year graduate students to complete a GHG emissions inventory and policy recommendations. Developed curriculum for new undergraduate Climate Action Planning emphasis.





#### SKILLS

Technical Writing GIS Data Communication

### **EDUCATION**

Western Colorado University Master's in Environmental Management, Sustainable and Resilient Communities, 2022

University of Colorado-Boulder B.S., Environmental Engineering, 2018; E.I.T.

#### **GET IN TOUCH**

www.lotussustainability.com shannon@lotussustainability. com 719.839.0070

# **Shannon Hessler**



### **RESEARCH ASSOCIATE**

# **Experience**

#### ZAYO GROUP, Boulder, CO

GIS Specialist, 2019-2021

Quickly mastered two industry specific Graphical Information Systems. Worked independently on a multi-year backlog project, completing hundreds of tasks In GIS. Held leadership on ZAYO's multi-national Sustainability Committee.

#### CU ENVIRONMENTAL CENTER, University of Colorado, Boulder, CO

Sustainability Assessment Project Manager & Events Communications Coordinator, 2015-2018

Promoted to Project Coordinator after excellent performance as Events Communications Coordinator, which involved writing the ECenter newsletter and weekly communication to over 3,000 students and alumni. As the Sustainability Assessment Project Manager, directed the submittal of the University of Colorado Boulder's sustainability accreditation, Sustainability Tracking, Assessment and Rating System (STARS) report. Conducted gap assessment analysis on previous reports, then managed fifty contributors for submission of 212 specific sustainability credits. Data collection, research, data entry and analysis. Worked with groups of between 2 and 10 contributors to ensure data was collected on the project timeline.





## RESEARCHER SCIENCE COMMUNICATOR DATA ANALYST WRITER

Natalie brings technical expertise in greenhouse gas accounting from her time spent leading annual emissions inventories for her college. She has a unique skillset that combines data and spatial analysis experience with her scientific background in ecology and human-environmental interactions. Natalie is known for her conscientiousness and observational skills. ability to translate complex scientific topics, and high level of organization and detail.

# Natalie Cross



# **RESEARCH ASSOCIATE**

# **Experience**

### LOTUS ENGINEERING & SUSTAINABILITY, LLC., Denver, CO

Research Associate 2022-Present

Supports sustainability projects for a diverse array of public- and privatesector entities.

- Conducts detailed analysis on greenhouse gas inventories and assists with data collection and data management for inventories
- Communicates results of greenhouse gas inventories to stakeholders and broad audiences through written reports and data visualization
- Performs spatial analysis with GIS and produces public-facing cartographic materials
- Creates data visualizations with various technologies to support data communication and transparency efforts

## COLORADO COLLEGE OFFICE OF SUSTAINABILITY, Colorado Springs, CO

Greenhouse Gas Inventory Intern, 2020-2022

Led and streamlined annual Colorado College greenhouse gas emissions inventory through data collection and analysis. Delegated tasks to team of volunteers and acted as a mentor. Compiled data into annual sustainability report and made recommendations to further lower college-wide carbon emissions.

# COLORADO COLLEGE ENVIRONMENTAL SCIENCE DEPARTMENT, Colorado Springs, CO

### Student Researcher, 2021-2022

Measured plant responses to environmental conditions using micrometeorology instruments. Performed spatial and correlation analyses on raster data in Agisoft Metashape, ArcGIS Pro, and RStudio. Produced a thesis paper discussing data and findings, and presented conclusions to department faculty and peers.





# **Natalie Cross**



# **RESEARCH ASSOCIATE**

# **Experience**

### **KELLER FAMILY VENTUER GRANT RESEARCH PROJECT, Colorado Springs, CO** *CO-Researcher, 2021-2022*

Co-conducted an independently-designed research project titled "Integrating Intersectional Environmentalism into the Future of Southwestern National Parks." Interviewed park rangers at Grand Canyon and Joshua Tree National Parks about overuse, environmental degradation, and accessibility.

#### **SKILLS**

Data Anaylsis & Visualization Emissions Accounting Report Writing Spatial Analysis

#### **EDUCATION**

Colorado College B.A., Environmental Science, 2022

**GET IN TOUCH** 

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