REQUEST FOR PROPOSAL (RFP)
Playbook, Workshops and Resources
for Climate Action on Urban Consumption Emissions

C40 Cities Climate Leadership Group, Inc.
120 Park Avenue, 23rd Floor
New York, NY 10017
United States of America

August 9, 2023
C40 Cities Climate Leadership Group Inc. ("C40")

C40 is a network of nearly 100 mayors of the world’s leading cities working to deliver the urgent action needed right now to confront the climate crisis and create a future where everyone, everywhere can thrive. Mayors of C40 cities are committed to using a science-based and people-focused approach to help the world limit global heating to 1.5°C and build healthy, equitable and resilient communities. Through a Global Green New Deal, mayors are working alongside a broad coalition of representatives from labour, business, the youth climate movement and civil society to go further and faster than ever before.

C40’s team of 200+ staff is headquartered in London, with offices in New York, Joburg, Singapore, Delhi, Rio de Janeiro, Copenhagen, Beijing and Paris, and individual staff based across 25+ different locations, with the Office of the Chair based in London.

The strategic direction of the organisation is determined by an elected Steering Committee of C40 mayors that is chaired by the Mayor of London, Sadiq Khan. Three term Mayor of New York City Michael R. Bloomberg serves as President of the C40 Board of Directors, which is responsible for operational oversight. A nine-person management team, led by Executive Director, Mark Watts, leads the day-to-day management of C40. C40’s three core strategic funders are Bloomberg Philanthropies, the Children’s Investment Fund Foundation (CIFF) and Realdania.

C40’s leadership standards set the minimum requirements for all member cities and safeguard the integrity of C40 as a network of climate leaders.

<table>
<thead>
<tr>
<th>C40 Leadership Standards 2021-2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Plan.</strong> City has adopted a resilient and inclusive climate action plan aligned with the 1.5°C ambition of the Paris Agreement, and updates it regularly;</td>
</tr>
<tr>
<td>2. <strong>Deliver.</strong> In 2024, city remains on track to deliver its climate action plan, contributing to increased resilience, equitable outcomes and halving C40’s overall emissions by 2030;</td>
</tr>
<tr>
<td>3. <strong>Mainstream.</strong> City uses the necessary financial, regulatory and other tools at their disposal to address the climate crisis and mainstream their equitable climate targets into the most impactful city decision-making processes;</td>
</tr>
<tr>
<td>4. <strong>Innovate.</strong> City innovates and starts taking inclusive and resilient action to address emissions beyond the direct control of the city government, such as associated with goods and services consumed in their city;</td>
</tr>
<tr>
<td>5. <strong>Lead.</strong> Mayor and the city demonstrate global climate leadership and inspire others to act in support of the Paris Agreement.</td>
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To learn more about the work of C40 and our cities, please visit our [Website](https://www.c40.org/about-c40/) or follow us on [Twitter](https://twitter.com/c40cities), [Instagram](https://www.instagram.com/c40cities), [Facebook](https://www.facebook.com/c40cities) and [LinkedIn](https://www.linkedin.com/company/c40-cities/).
Summary, Purpose and Background of the Project

Emissions from urban consumption are a major contributor to the climate crisis, with growing income inequality and personal wealth in cities around the world contributing disproportionately to climate pollution. The UNEP 2020 Emissions Gap Report, the World Inequality Lab and the Oxfam report, “Confronting Carbon Inequality” all highlight this issue in detail, and the report from the Hot or Cool Institute, “1.5-Degree Lifestyles: Towards A Fair Consumption Space for All” discusses how concepts of fair consumption and sufficiency can provide a framework for addressing this.

C40’ 2019 report The Future of Urban Consumption in a 1.5°C World developed with Arup and the University of Leeds also highlighted that urban consumption is a key driver of global GHG emissions, estimating that when emissions from urban consumption are included, C40 cities’ climate impact is generally 60% higher than what is traditionally estimated in city GHG emissions inventories, which only count emissions created or directly induced in the city by energy use and waste.

Many C40 cities are already taking action to reduce emissions from urban consumption in sectors such as food systems, land-use planning, transportation, building use and construction, aviation, textiles, and in developing approaches to creating a circular economy. Much of this work is supported with peer-to-peer exchange and technical assistance from C40 networks and accelerators. While many cities are acting now on consumption emissions, these projects are not always integrated into their climate action plans and net zero emission targets, and are not yet mainstream across all cities. Meanwhile, research indicates that demand-side mitigation to address consumption drivers in cities can result in significant emissions reductions.

The Sixth Assessment Report (AR6) from the Intergovernmental Panel on Climate Change (IPCC) finalised in March 2023 offers timely and robust research to support cities in making consumption emissions a priority, detailing for the first time the opportunity to substantially reduce global greenhouse gas emissions through mitigating demand. Their analysis models interdependent strategies that together address sociocultural and economic factors, infrastructure use, and technology adoption in a systems-based approach that can reduce emissions 40-70% by 2050 (See Appendix 2). In chapter 5 “Demand, services and social aspects of mitigation” and chapter 8 “Urban systems and other settlements” of

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2 Please see citations in Appendix 3 for more information. The UNEP 2020 Emissions Gap Report, the World Inequality Lab, and the Oxfam report “Confronting Carbon Inequality” all highlight this issue in detail. Additionally, a 2021 report from the Hot or Cool Institute, “1.5-Degree Lifestyles: Towards A Fair Consumption Space for All” discusses how policymakers can use the concept of “fair consumption” as a framework for addressing this issue.

the Working Group III (AR6 WGIII) report of AR6, the role of cities is discussed as well as a framework for action that originated in transportation planning called Avoid, Shift and Improve (See Appendix 2):

- **Avoid** focuses on changes in lifestyles and social practices
- **Shift** focuses on different ways of fulfilling desired services
- **Improve** focuses on technical substitutions

With this RFP, C40 seeks proposals for the development of a playbook with regional spotlights, case studies, interactive resources and workshops for cities to help guide urgent action to equitably reduce emissions from urban consumption and support member cities in meeting C40 leadership standard 4 (Innovate).

The selected service provider will work with C40 teams and cities to deliver online workshops October-November 2023 tailored to regional contexts, and using input from those workshops, will develop a playbook with interactive resources to be delivered in Q1 2024. The service provider will develop the content and facilitate the workshops. These tasks will be further scoped between the selected service provider and C40.

The primary audience is technical staff in C40 cities that work on climate policy, projects and programs and the workshops and playbook must also appeal to non-technical, global city audiences. A brief executive summary will be written for mayors and senior and political staff. For this content and the playbook, please note the glossary from the IPCC.4

**Project Scope**

C40 membership is contingent on cities’ performance in five leadership standards. Action on consumption emissions is currently a core requirement of leadership standard 4 (Innovate), and the workshops and playbook with key strategies, regional spotlights, case studies and interactive tools are intended to guide cities on regionally and socioeconomically appropriate approaches to address consumption drivers of GHG emissions, climate risk and climate resilience. This will include action to catalyse reductions in overconsumption as well as action to ensure adequate consumption is supported to improve community health, equity and global sufficiency in alignment with planetary resources. (See Appendix 3)

The **playbook** will serve as a guide for C40 cities to achieve C40 leadership standard 4 and for all cities to take inclusive action to address emissions from urban consumption in their climate action planning, implementation and monitoring in alignment with the latest science in IPCC AR6.

The playbook will:

- Present information from existing research (see Appendix 3 and to be discussed upon contract) about global and regional socioeconomic trends in consumption and emissions affecting C40 cities.
- Discuss how these trends affect cities and other entities working to help reduce emissions.
- Recommend ways cities can assess opportunities and priorities for action and plan, measure and engage collaborators and stakeholders in action.
- Outline specific strategies and actions cities can take, lead and catalyse drawing from the IPCC AR6 analysis, C40 networks and accelerators, and other sources noted in this RFP (additional sources can be proposed).

Working with C40 staff, the selected service provider will highlight case studies from C40 networks and accelerators, cities’ climate action plans, and other city initiatives. The playbook will discuss ways cities are using a range of powers to address consumption emissions, working with alliances and collaborative mechanisms to reduce emissions beyond their direct authority and city boundary to support the goal of global net zero emissions, and how cities are yielding multiple benefits, improving quality of life, and addressing inequity in this work.

The playbook will also include interactive resources cities can use to take action. These may include such tools as questionnaires that enable cities to assess consumption and emissions patterns and identify and prioritise appropriate actions; policy or program development guides for key actions; frameworks for partnerships, outreach and campaigns; or modifications to existing C40 tools to incorporate consumption emissions. These can draw from existing resources developed by C40 or other organisations or be developed by the service provider. Ideas for adapted or new interactive resources are welcome in proposals.

The service provider will work with C40 teams to deliver seven regional online workshops (tentatively scheduled 17 October–9 November about 2 hours each) and up to three “how-two workshops” (schedule TBD) focused on specific policies or actions of interest to cities, and one webinar (offered twice to accommodate cities) to launch the playbook. The regional workshops will provide guidance on developing strategies to address consumption emissions and engage with cities about ways they are addressing emissions reduction, climate risk and resilience by intervening in consumption systems and patterns and where they are having challenges. The service provider will develop presentation content with C40 programme staff and facilitate these workshops, using cities’ input from the workshops in development of the playbook.

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5 C40 has a selection of tools that could serve as examples for how to approach making the playbook more interactive, such as the Rapid CCRA, the CAP Strategic Appraisal template, the ASAP tool.
To support the workshops and for the playbook, the service provider will develop **regional spotlights** that highlight key regional consumption emissions drivers and action opportunities and prioritise policy, messaging and action recommendations based on regional characteristics and consumption trends including member cities’ socioeconomics, demographics, culture, values, and powers. Initial research on these will be used in the workshops and refined in dialog with cities for inclusion in the playbook with case studies. Development of these spotlights will draw upon existing research including the UNEP 2020 Emissions Gap Report, the World Inequality Lab and the Oxfam report, “Confronting Carbon Inequality” and “1.5-Degree Lifestyles: Towards A Fair Consumption Space for All” as well as consumer trends and economic analysis (See Appendix 3 for links to these resources).

The service provider will have the opportunity to consult C40 cities and teams and the C40 Youth Hub and other forums such as the Green Ports Forum for input. Please consider and include innovative approaches to assessing regional readiness for climate action on urban consumption and how cities can work with partners and allies to develop policies, campaigns and other methods to move action.

Regional spotlights will be used in development of the workshops, and for regional focus in the playbook as well as for later further development of regional campaigns and communications.

**Prioritised topics**
The workshops and playbook are expected to include the following information. Proposals must discuss how the service provider will approach and prioritise addressing these topics:

- Introduce and contextualise urban consumption in relation to the climate crisis and crystallise key findings about emissions reduction potential from how people live and move in cities from IPCC AR6 for a city audience.

- Explain in non-technical, accessible and approachable language for city audiences the priority strategies, action and private and public sector advocacy opportunities in key consumption categories (prioritised from the IPCC model) based on learning from the C40 accelerators, networks and priority initiatives on consumption emissions including zero emission areas, green and thriving neighbourhoods, food systems, zero waste, clean construction, and city-business engagement. This will include:
  
  a. Introduce the Avoid, Shift, Improve (ASI) Framework as a mitigation strategy as discussed in IPCC AR6 WGIII and discuss pathways for applying the framework to a variety of consumption categories in
cities to reduce emissions. This will be linked to learnings and actions from various C40 networks, accelerators and programmes.

b. Use the Table SM.2 in the Chapter 5 supplementary materials (pgs. SSM-42-SSM46) in the IPCC AR6 Working Group III report (AR6 WGIll) that outlines what is needed to achieve 40-70% reduction in emissions from demand-side mitigation by 2050\(^6\) and make the IPCC guidance more accessible and actionable specifically for cities.

c. Collaborate and consult with the C40 project team and teams working in food, waste, buildings and infrastructure (construction and use), urban planning, transportation, city-business engagement, green ports and climate action planning to collect best practices and case studies for action in key categories and regions. Collaborate and consult with the C40 communications, campaigns, regional and mayoral engagement and youth engagement teams to discuss communication challenges, needs and regional resources.

- Discussion of systems thinking as it relates to urban consumption including analysis of the related systems within and connecting cities and how these systems that shape consumer demand and drive greenhouse gas emissions can be adjusted to enable, encourage and accelerate emissions reduction and support rather than burden consumers.

- Discussion and definition of city powers\(^7\) and role(s) leading and supporting climate action on urban consumption through various engagement (political, technical, social, etc.), using the framework in Appendix 4 that outlines roles and powers at five levels: (1) city as consumer, (2) direct authority, (3) indirect authority & advocacy, (4) incentives & partnerships, (5) political & social influence. This discussion also needs to include enablers and barriers to action cities can address through various powers.

- Include practical discussion of how cities can overcome barriers and organise action to make demand mitigation happen either directly or indirectly. Link to tools and resources (from C40 and other sources and to be developed) such as questionnaires, checklists, and decision-making frameworks to support cities in implementing the playbook strategies.

- Guidance on how cities can work beyond their direct authority with allies and partners, including businesses, civic and other organisations, communities, consumers, and other levels of government. Discuss and showcase ways cities are leveraging private, public and community partnerships as well as new data and technologies to extend their impact.

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\(^6\) IPCC Sixth Assessment Report Working Group III Chapter 5 Supplementary Material

\(^7\) Please note discussion of city powers in Climate Action Planning Framework and the Powering inclusive climate action in cities report.
and address various consumption sectors such as buildings and construction, food, goods and services, and transportation.

- Provide practical “how-to” guidance on gathering evidence to identify, monitor and track consumption emissions in alignment with the Climate Action Planning Framework 2.0 criteria (to be provided on contract) and work with actionable data indicators to support evidence-based planning and measurement, evaluation, and reporting and learning (MERL) in coordination with regional context and city’s existing climate priorities (using existing research on indicators to be provided upon contract).

- Spotlight each region’s unique opportunities for addressing urban consumption and potential co-benefits and value discussing regional member cities. Highlight policies and key communications framing suited to the region, considering and discussing cities’ socioeconomics, demographics, culture, values, and powers.

- Feature at least three (3) case studies from each region (actions, strategies or plans): Africa; North America; Central East Asia; East, Southeast Asia and Oceania; Europe; Latin America; and South & West Asia. Case studies should be diverse and represent different sectors.

Proposal Requirements
We encourage proposers to approach this project creatively to engage and activate city practitioners with concise, accessible content. The service provider is expected to design and create workshop materials and a playbook in accordance with C40 style guidelines. Format for these are not prescribed beyond their need to be available online and to be visually engaging with useful interactive elements. Proposals should include the following:

1. A detailed approach and methodology for developing the playbook, regional spotlights, workshops and resources. Include a description of how the team will support the workshops and how the playbook will be presented and made accessible to cities, including connections to existing materials and resources on C40’s Knowledge Hub. Strong proposals will have a point of view on how the the material will engage cities and discuss the playbook design approach, as well as potential tools (questionnaires, step-by-step models, mapping guides, etc.) and resources (literature summaries, case studies, C40 Knowledge Hub) to be used to provide cities with clear and accessible approaches to addressing urban consumption.

2. A timeline including milestones and deliverables for the workshops and playbook to be delivered in alignment with the schedule provided in this RFP. Include procedure for consultation and status updates with C40 and consultation with cities. All deliverables will undergo up to two rounds of
reviews managed by the project manager. Please include this in the proposed timeline of implementation.

3. A description of the team's relevant experience and expertise

4. A budget and proposed fee structure for the project, including all proposed related costs, such as travel or materials.

**Timeline and Deliverables**

It is important that the project is completed in an efficient manner achieving the project scope and deliverables described in this request for proposals and meeting specific project milestones:

- Regional workshops using regional research no later than November 2023
- Playbook delivered to cities no later than Q1 2023

Below is a more detailed timeline. Respondents can propose alternate timelines with rationale for adjustment showing when milestones will be achieved.

<table>
<thead>
<tr>
<th>Deliverable #</th>
<th>Milestones and Deliverables</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Kick off meeting (C40 and Consultant)</td>
<td>20 September 2023</td>
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<tr>
<td>2</td>
<td>Project research, workshop, playbook and regional spotlight outlines (refined from proposal in dialogue with C40 team)</td>
<td>26 September 2023</td>
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<tr>
<td>3</td>
<td>Consultation with C40 in preparation for workshops</td>
<td>3-10 October 2023</td>
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<tr>
<td>4</td>
<td>Initial research and presentation material (for LS4 workshops) rolling with workshop schedule</td>
<td>17 October 2023</td>
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<tr>
<td>5</td>
<td>Online regional LS4 workshops (7 regions ~2 hours each) guiding consumption emissions strategies using presentation materials and regional research</td>
<td>24 October - 17 November 2023</td>
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<tr>
<td>6</td>
<td>Memo: Findings from research and workshops (draft)</td>
<td>30 November 2023</td>
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<tr>
<td>7</td>
<td>Regional spotlights for C40 review</td>
<td>8 December 2023</td>
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<tr>
<td>8</td>
<td>Graphic design and interactive resource recommendations and development (first version)</td>
<td>15 December 2023</td>
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<tr>
<td>9</td>
<td>Memo: Findings from research and workshops (final)</td>
<td>22 December 2023</td>
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<tr>
<td>10</td>
<td>Regional spotlights, case studies and resources (for playbook) shared with cities for feedback</td>
<td>9 January 2024</td>
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<tr>
<td>11</td>
<td>Graphic design and interactive resource recommendations and development (revised with C40 feedback)</td>
<td>12 January 2024</td>
</tr>
<tr>
<td>12</td>
<td>How-to workshops on specific strategies or topic areas (up to three; topics and timing TBD from regional workshops)</td>
<td>December - February 2024</td>
</tr>
<tr>
<td>13</td>
<td>Playbook: Climate Action on Urban Consumption (with spotlights, resources, case studies etc.) (first draft)</td>
<td>6 February 2024</td>
</tr>
<tr>
<td>14</td>
<td>Playbook: Climate Action on Urban Consumption (with spotlights, resources, case studies etc.) (second draft)</td>
<td>20 February 2024</td>
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</table>
1. Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **11.59pm EDT (Eastern Daylight Time), Thursday 7 September 2023**. Any proposals received after this date and time will not be accepted and will be returned to the sender.

Proposals must be no more than 15 pages, not including a cover page/letter and attachments. All applications must be submitted in English and in PDF with margins not less than once inch and text type 11 point or larger.

The proposal should give C40 evaluators all the information they need to assess your bid. Please clearly indicate where applicable:

- Your ideas for the project, examples of past work, description of the team
- How your proposal is responsive to the Evaluation Criteria;
- The assumptions you are making about the project;
- Risks you have identified and appropriate mitigation measures;
- Information about your fees and contract costs;
- Acceptance of the C40 Standard Service Provider Agreement
- Proposed timeline of implementation;
- Any additional support that you need to make the project a success, including any inputs you will need from third parties or C40 staff;
- If you will provide translation and graphic design services or if you will allocate a portion of the budget back to C40 to facilitate those services.

The proposal must clearly indicate the required input from C40, timeline of implementation, and any required background work or set up. Furthermore, the submission must show how the respondent intends that the project governance and management should work. This should, as a minimum, cover proposed working partnership with C40, key roles and responsibilities, reporting, change requests, escalation of issues, sign-off of work stages, and acceptance criteria.
Respondents are also required to set out any risks and assumptions made in planning this work. Where risks are identified appropriate management and mitigation strategies should also be outlined.

Evaluators will look for information about how costs and time are calculated and allocated to assess cost reasonableness and availability of team. It is important to include sufficient detail for this evaluation.

Partnerships or consortia are welcome to bid and are encouraged where multiple organisations will provide greater diversity and expertise in service delivery. Please see supplier diversity below. If the organisation submitting a proposal will outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. All costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organisations being contracted.

**Supplier Diversity**

C40 is committed to supplier diversity and inclusive procurement promoting equity, diversity and inclusivity in our supplier base. We believe that by procuring a diverse range of suppliers, we get a wider range of experiences and thoughts and thus are best able to deliver to the whole range of our diverse cities and the contexts that they operate within.

We strongly encourage suppliers (individuals and corporations) that are diverse in size, age, nationality, gender identity, sexual orientation, majority owned and controlled by a minority group, physical or mental ability, ethnicity and perspective to put forward a proposal to work with us.

We welcome partnerships and consortia on this project and encourage firms to work collaboratively on proposals. C40 will not take responsibility for coordinating across the different entities, this will be the responsibility of the project lead assigned to the partnership or consortium.

Feel welcome to refer to C40’s Equity, Diversity and Inclusion Statement as supplier diversity and inclusive procurement is one element of applying equity, diversity and inclusion to help the world limit global heating to 1.5°C and build healthy, equitable and resilient communities.

**Contract**

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. Respondents should review the C40 Standard Service Provider Agreement (SPA). Please confirm acceptance of the agreement with the proposal. If the respondent is unable to accept the terms and conditions of the C40 Standard SPA, it is critical the proposal include a memorandum of proposed amendments; we will consider reasonable amendments.

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8 See appendix 1
All contractual terms and conditions will be subject to review by the C40 legal department and will include scope, budget, schedule and other necessary items pertaining to the project.

Please note this is a contract for professional services and not a grant opportunity. Organisations unable to accept contracts for professional services should not submit bids.

If C40 is unable to execute a contract with the winner of this competitive process, we reserve the right to award the contract to the second highest Potential Supplier. C40 also reserves the right to not award a contract for this solicitation.

2. RFP and Project Timeline

This project has a tight deadline to complete regional research and ready workshop materials within six weeks of contract. It is important that the statement of work is developed right away allowing a start in September 2023.

<table>
<thead>
<tr>
<th>RFP Timeline</th>
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<tbody>
<tr>
<td>Request for Proposals issued</td>
<td>9 August 2023</td>
</tr>
<tr>
<td>Please post anonymously to the Q&amp;A form or email questions to <a href="mailto:Kbundgaard@c40.org">Kbundgaard@c40.org</a> and <a href="mailto:sfolev@c40.org">sfolev@c40.org</a></td>
<td>Questions due by 16 August and 30 August. Anonymised responses will be provided here (link) 17 August and 31 August.</td>
</tr>
<tr>
<td>Deadline for proposals</td>
<td>7 September 2023</td>
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<tr>
<td>Intended Project Start</td>
<td>20 September 2023</td>
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3. Proposal Evaluation Criteria

All proposals will be evaluated by a selection panel comprising staff from C40.

**Proposals will be evaluated against the following criteria**

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Robustness of the project delivery and ability to meet the requirements listed in the project scope including detailed timeline and resourcing for development and delivery of the workshops, regional spotlights, resources and synthesis into the playbook; clear outline of how the respondent will achieve the milestones and deliverables</td>
<td>40%</td>
</tr>
<tr>
<td>Creativity and appropriateness of project approach and delivery, content distillation for cities, demonstrating an understanding of the diversity of audiences (e.g., mayors, technical staff, regions) and understanding and alignment with IPCC and other existing research cited</td>
<td>25%</td>
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</table>
Specific expertise, experience, and availability of the proposed team to execute the project, and examples of previous relevant projects

Cost reasonableness in the project proposal, resource allocation, and budget breakdown

<table>
<thead>
<tr>
<th>Specific expertise, experience, and availability</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost reasonableness in the project proposal, resource allocation, and budget breakdown</td>
<td>10%</td>
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</table>

4. Project Budget

This project has a maximum total budget of $250,000 USD including all taxes. Bids must not exceed this value. The proposal must include an estimated resource, cost breakdown and proposed payment schedule. Any costs incurred in connection with the submission of this RFP are non-refundable by C40. Payments will be approved by the C40 point of contact. Travel is not expected as all meetings will be held online and travel or incidental expenses will not be reimbursed. The budget must account for design and translation costs and these can be completed by the selected service provider or C40 can work with contracted translators and/or designers. Include all estimated expenses in the budget.

C40 Policies

C40 expects third parties to able to abide by these C40 policies:

- Ethical Business Conduct Policy [here](#)
- Environmental Policy [here](#)
- Equity, Diversity and Inclusion Policy [here](#)
- Safeguarding Policy [here](#)
- Whistleblowing Policy [here](#)

5. Submissions

Each Potential Supplier team must submit their proposal to the email addresses below by **11.59pm EDT (Eastern Daylight Time) 7 September 2023**:

- Klaus Bundgaard, Senior Manager, [Kbundgaard@c40.org](mailto:Kbundgaard@c40.org)
- Siobhan Foley, Head of Sustainable Consumption, [Sfoley@c40.org](mailto:Sfoley@c40.org)

Please email any questions by 16 August and by 30 August. Anonymised responses to questions will be provided [here](#) 17 August and 31 August.

Disclaimer

C40 will not accept any liability or be responsible for any costs incurred by Potential Suppliers in preparing a response for this RFP. Neither the issue of the RFP, nor any of the information presented in it, should be regarded as a commitment or representation on the part of C40 (or any of its partners) to enter into a contractual arrangement. Nothing in this RFP should be interpreted as a commitment by C40 to award a contract to a Potential Supplier as a result of this procurement, nor to accept the lowest price or any tender.
6. Appendix 1

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (this “Agreement”), is dated as of [_____] (the “Effective Date”), by and between C40 CITIES CLIMATE LEADERSHIP GROUP, INC., a Delaware non-profit corporation (“C40”), and [_______] having its principal place of business at [_______] (“Service Provider”).

WHEREAS, in furtherance of its charitable and educational mission, C40 desires to engage the services of Service Provider, and Service Provider desires to render such services to C40, in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services.** During the Term (as defined below), Service Provider will provide services and/or advice to C40 as set forth in one or more Statements of Work (the “Services”), which shall be signed by both parties in the form attached as Exhibit A. The parties may mutually agree from time to time on additional Statement(s) of Work providing for additional Services to be performed pursuant to this Agreement. In the event of any conflict between the terms of this Agreement and any Statement of Work, the terms of this Agreement shall control and govern.

2. **Term.** The term of this Agreement (“Term”) will commence on the Effective Date and will terminate 60 days following completion of the Services, unless extended by C40 in writing or earlier terminated in accordance with this Agreement.

3. **Fees.** Service Provider will invoice C40 for the Services for each of the payments due. Each invoice will be payable to Service Provider within thirty (30) days after its receipt by C40. Invoices will be addressed to C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance and be delivered via electronic mail to: finance@c40.org; provided, that if it is impracticable for Service Provider to deliver invoices via electronic mail, invoices may be mailed by post to the following address: C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance.

4. **Independent Contractor.** The Services will be performed by Service Provider as an independent contractor, and neither Service Provider nor any of its directors, officers, employees, volunteers, agents, or contractors (as applicable) (collectively, “Personnel”) will become, by virtue of this Agreement, an employee or agent of C40. Service Provider Personnel will have no right or authority to assume or to create any obligation or responsibility, express or implied, in the name or on behalf of C40. To the extent applicable, Service Provider will assume all responsibility for unemployment compensation, workers’ compensation, retirement plans, and other benefits, as well as all obligations to pay national, state, local and social security/insurance taxes on any amounts paid in connection with this Agreement. Service Provider acknowledges that C40 has no obligation to Service Provider or any of its Personnel in this regard, and Service Provider agrees to indemnify and hold harmless C40 with respect to any claims or liability regarding such benefits, taxes, and related matters.

5. **Performance of Services.** The Services will be performed by Service Provider or by Personnel under the control of Service Provider using best efforts.

6. **Confidentiality.**

(A) **Confidential Information.** During the course of performing the Services, each party may have access to confidential or proprietary information (in print, electronic, or other format) that is not
otherwise known to the general public and that is owned by or licensed to a party or its affiliates (or third parties to whom a party owes a duty of confidentiality), which is marked confidential or should reasonably have been known to be confidential ("Confidential Information"). Each party agrees to: (i) keep the other party’s Confidential Information strictly confidential; (ii) use the other party’s Confidential Information solely for the purpose of fulfilling its obligations under this Agreement; (iii) disclose the other party’s Confidential Information only to its Personnel who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality obligations set forth in this Agreement. A party will be liable for any breach of confidentiality obligations by any person or entity to which the party discloses the Confidential Information. Each party will use commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized access to, use or disclosure of its Confidential Information and will immediately notify the other party in writing if it becomes aware of any unauthorized access to, use or disclosure of the other party’s Confidential Information.

(B) Exclusions. Confidential Information does not include information to the extent, as shown by written evidence, that it: (i) is or becomes generally available to the public through no act or failure to act on the part of the receiving party or its Personnel; (ii) was rightfully within the receiving party’s possession, free of any confidentiality obligations, before being furnished by or on behalf of the disclosing party; (iii) becomes available to the receiving party on a non-confidential basis without breach of this Agreement; (iv) is information that the receiving party independently developed without breach of any obligation of confidentiality to the disclosing party; or (v) is released from confidential treatment by the disclosing party’s written consent.

(C) Return of Confidential Information. If requested by the disclosing party upon expiration or termination of this Agreement or at any other time, the receiving party will return or destroy, and provide an officer’s certificate that it has returned or destroyed, all materials and documents (in any format) containing Confidential Information.

(D) Injunctive Relief. Each receiving party agrees and acknowledges that a breach or threatened breach of its confidentiality obligations will cause irreparable injury and that, in addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party will be entitled to seek injunctive relief against the receiving party’s threatened or continued breach of its confidentiality obligations.


(A) Works Made for Hire; Assignment. C40 has specially ordered and commissioned all material that Service Provider creates under this Agreement (the “Work Product”) as “works made for hire” under United States copyright laws. Accordingly, subject to the limitations of Paragraphs (B) and (C) of this Section, C40 is the author of the Work Product for all purposes and will forever and exclusively own all worldwide right, title, and interest in the Work Product, including copyrights and all other proprietary rights. If the Work Product, or any part of the Work Product, is determined not to be a work made for hire, then, as of the Effective Date and without further consideration, Service Provider hereby irrevocably assigns to C40 all of its right, title, and interest in the Work Product, including copyrights and other proprietary rights together with all extensions of such copyrights, arising under the laws of the United States or of any other country or under any treaty, convention, or proclamation. Service Provider waives, to the extent they can be waived under any applicable law, all rights known as “moral rights” arising in the Work Product under any present or future law. Service Provider agrees to promptly execute and deliver to C40 any instruments of transfer or other documents C40 requests to confirm and enforce C40’s absolute ownership of any and all rights in the Work Product. Service Provider irrevocably appoints C40 as its true and lawful attorney-in-fact to execute and deliver any such instruments or documents if Service Provider fails or refuses to do so.

(B) Pre-Existing Works. If Service Provider incorporates, in whole or in part, any portion of pre-existing works owned by Service Provider (“Pre-Existing Works”) into any Work Product, Service Provider will identify in writing the Pre-Existing Works. Service Provider hereby grants C40 a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Pre-Existing Works as part of the Work Product in any medium now known or later developed in furtherance of C40’s charitable and educational mission.
(C) **Third-Party Materials.** If Service Provider wishes to incorporate any elements owned by third parties (“Third-Party Materials”) into any Work Product, Service Provider will obtain C40’s prior written consent and obtain in writing, on C40’s behalf, a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Third-Party Materials as part of the Work Product in any medium now known or later developed. Service Provider will provide C40 with a copy of all licenses to Third-Party Materials.

(D) **Residual Knowledge; Other Engagements.** The parties acknowledge and agree that this Agreement is not intended to restrict Service Provider from continuing to use any general ideas, concepts, know how, methodologies, processes, or techniques that Service Provider has acquired and developed as part of its expertise in consulting under this Agreement or to prevent Service Provider from pursuing other business engagements, provided that such use and engagements by Service Provider do not involve C40’s intellectual property or Confidential Information or the Work Product created under this Agreement.

8. **[Trademarks.** C40 hereby grants Service Provider permission to display C40’s trademarks, C40, C40 CITIES, the C40 logo, (“C40 Trademarks”) for the purposes of the Services. Service Provider may use the C40 Trademarks for other purposes only with C40’s prior written consent. For the avoidance of doubt, Service Provider will not refer to C40 in any Service Provider marketing, advertising, press releases or public statements without C40’s prior written consent. If any use of the C40 Trademarks by Service Provider is unacceptable to C40, C40 has the right to require modification by Service Provider and may at any time and upon notice, require Service Provider cease use of any C40 Trademarks.]

9. **Representations, Warranties and Covenants.**

   (A) Service Provider represents, warrants and covenants that:

   (i) Service Provider has the full right and authority to enter into this Agreement, to grant all rights granted, and has the requisite expertise to perform all Services and will diligently and timely provide the Services in a professional and workmanlike manner in accordance with the highest industry standards;

   (ii) by entering into this Agreement, Service Provider will not violate the terms of any pre-existing agreement that Service Provider may have with another party;

   (iii) the Work Product will be original except to the extent any Pre-Existing Works or Third-Party Materials are incorporated in the Work Product;

   (iv) the Work Product (and any Pre-Existing Works or Third-Party Materials incorporated in the Work Product) will not infringe the copyright, trademark, patent, or other proprietary or right of any person or violate any law;

   (v) Service Provider will comply with all applicable local, city, state, federal and international laws, rules and regulations including, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and will remain in compliance during the Term;

   (vi) Service Provider will comply with all applicable affirmative action laws and regulations;

   (vii) Service Provider has established adequate safety standards and protocols for its Personnel and will cause Personnel to follow such standards and protocols;

   (viii) Service Provider will instruct its Personnel in any safety standards and protocols promulgated by C40, or the management of a facility occupied by C40, and its Personnel will follow such standards and protocols;

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9Include if C40 needs to give SP trademark licence to perform Services.
(ix) Service Provider has appropriate safeguarding policies, protocols and practices in place to ensure that it does no harm to beneficiaries of its services and its staff. This means having policies in place which reflect the safeguarding practices of C40 (the latest can be found here: https://www.c40.org/contact); and

(x) all Personnel are approved and authorized to work in the place they will be working under all applicable rules and regulations.

(B) At any time, C40 may request Service Provider to present copies of Service Provider’s programs, policies and/or documentation as to any training provided by Service Provider to its Personnel.

10. **Indemnity; Insurance.**

   (A) **Indemnity.** Service Provider will indemnify, protect, and hold harmless C40 and its affiliates, and their respective Personnel (collectively, “Indemnitees”) against all liability, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable legal and professional fees and similar disbursements incurred in any action or proceeding), to which the Indemnitees may be subject or suffer arising from, or in connection with: (i) a breach of this Agreement by Service Provider, (ii) a breach of any of Service Provider’s representations, warranties, and covenants, (iii) the negligent or willful misconduct of Service Provider or its Personnel, in the performance of the Services, or (iv) any third-party claim resulting from or related to the Services, to the extent the liability or harm was not caused by C40.

(B) Service Provider covenants to maintain a workers’ compensation insurance policy (with employer’s liability coverage), umbrella liability policy, professional liability policy, automobile liability policy, if applicable, and commercial general liability policy with coverage limits that would be maintained by a prudent party in Service Provider’s industry performing work similar to the Services. [Service Provider will cause C40 (with the following address: 120 Park Avenue, Floor 23, New York, NY 10017 USA and Attn: C40 Legal) (and any other party that C40 may reasonably request) to be named as an additional insured under the commercial general liability policy and, upon C40’s request, will provide C40 with certificates evidencing such policies. Each such policy will have a waiver of any right of subrogation against C40, and will obligate the insurer to provide and pay the costs of defense of the additional insureds on a primary basis without regard to any other potentially applicable insurance available to the additional insureds.]10

11. **Non-Disparagement and Non-Disclosure.** Service Provider recognizes and agrees that as a result of its engagement by C40, it is assuming a position of confidence and trust and as such will not in any way defame, disparage, libel or slander C40 and/or its respective directors, officers, owner(s), affiliates, associates and related entities, and will not, during the Term or thereafter, contact, respond to any request from, or in any way discuss C40 and/or its respective directors, officers, owner(s), affiliates, associates or related entities with any news provider or other media (print, television or otherwise). [Nothing in this provision is intended to affect the Service Provider’s ability to give commentary in the academic context.]11

12. **Limited Liability.** C40’s liability under this Agreement is limited to the fees earned by and payable to Service Provider pursuant to Section 3, and in no event will include consequential, special or indirect damages or claims for loss of profit or business. No individual director, officer, official, employee, volunteer, agent or affiliate of C40 will be personally liable under this Agreement, and no recourse can be held against any such party’s assets by reason of a breach of this Agreement by C40 or otherwise.

13. **Termination.** C40 may terminate this Agreement upon 30 days’ written notice to Service Provider. Following termination, C40’s only obligation to Service Provider will be to pay Service Provider amounts due for Services satisfactorily rendered. Upon the termination, Service Provider will immediately deliver to C40 in understandable and organized form, all Work Product (including works-in-progress), and will, at no extra charge, be available to and cooperate with C40’s designees in connection with the transition of the Services.

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10 To be included only in the case of outsourcing services.
11 Only include if service provider is an academic or scientific institution.
14. **Anti-Corruption Laws.** Service Provider hereby acknowledges that it is familiar with the terms and provisions of the United States Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), the UK Bribery Act, (the "Bribery Act") and all applicable international and local country anti-bribery and anti-corruption laws, rules, decrees, orders and regulations (the FCPA, Bribery Act and such applicable international and local country laws, decrees and regulations are individually and collectively referred to as “Anti-Corruption Laws”) and the general and specific purposes of such Anti-Corruption Laws. The Service Provider further represents, on behalf of itself as well as its subsidiaries and affiliates, and their respective directors, officers, employees, and agents, that the Service Provider does and will comply in all respects with all applicable Anti-Corruption Laws.

15. **Miscellaneous.**

(A) **Subcontracting.** Service Provider may subcontract or delegate its obligations under this Agreement only with C40’s prior written consent in each instance; if C40 approves any subcontractor, upon C40’s request, Service Provider will promptly provide to C40 all information that C40 reasonably requests concerning the subcontractor. Service Provider is primarily responsible for all acts and omissions of subcontractor and for ensuring subcontractors comply with this Agreement.

(B) **Prior Services; Survival.** If Service Provider has provided any of the Services before the Effective Date, this Agreement would apply except as expressly stated otherwise. Any Sections that contemplate survival of termination or expiration of this Agreement will survive such termination or expiration, including the Sections “Representations, Warranties and Covenants,” “Trademarks,” “Limited Liability” and “Indemnity; Insurance”.

(C) **Notices.** All notices under this Agreement must be in writing and be sent by electronic mail, by hand, by courier service, mailed by certified or registered mail (return receipt requested, postage prepaid) or by other method for which the sender has written proof of receipt to the address of a party below (or to another address as a party may designate by notice):

If to C40:

C40 Cities Climate Leadership Group, Inc.
120 Park Avenue, Floor 23
New York, NY 10017
USA
Attention: C40 Legal
Email: legal@C40.org

If to Service Provider:
[insert information]

(D) **Entire Agreement; Modifications.** This Agreement: (i) contains the entire agreement of the parties and supersedes all other oral or written agreements regarding its subject matter; and (ii) may be modified only by a written amendment signed by both parties.

(E) **Waiver.** Any waiver must be in writing and signed by a party. A waiver in one instance will not be considered a continuing waiver or a waiver in another instance, whether similar or different. No failure or delay in exercising any right, power, or privilege will operate as a waiver, nor will any single or partial exercise of right, power, or privilege preclude any other or further exercise.

(F) **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect and the invalid or unenforceable provision will be severed from this Agreement and replaced by a lawful and enforceable provision which, as far as possible, achieves the intent of the parties, provided that any modification or deletion of a provision should not significantly alter the benefits or burdens of either party under this Agreement.

(G) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
(H) Assignment. Service Provider may not assign this Agreement without C40’s prior written consent and any purported assignment in violation of this provision will be null and void. C40 will have the right to assign this Agreement at any time on notice to the Service Provider.

(I) Headings; Including. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The term “including” is illustrative and means “including but not limited to.”

(J) Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights and remedies that may be available to any party under applicable law, in equity, or otherwise.

(K) Governing Law; Governing Language; Venue. This Agreement is governed by and should be construed in accordance with the laws of New York applicable to agreements entered into and performed in New York. For all purposes, this English language version of this Agreement is the original, governing agreement and understanding of the parties; if any conflict arises between this English language version and any translation into another language, this English language version will govern and control. If the parties have any dispute under this Agreement, they will use good faith efforts to resolve the dispute through discussions of an executive officer from each party for a reasonable period. Any dispute arising under or related to this Agreement will be resolved exclusively in the applicable federal and state courts in the State and County of New York. Each party irrevocably submits to the exclusive jurisdiction of the foregoing courts and waives any objection to the venue of those courts based on an inconvenient forum or other reasons.

(L) Counterparts; Signatures. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one agreement. Signatures on this Agreement delivered by email, PDF, or facsimile will be considered valid and binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Effective Date.

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: ________________________________
   Name: Juliette Carter
   Title: Managing Director of Corporate Services

{service provider name}

By: ________________________________
   Name: {authorized signer name}
   Title: {title of authorized signer}
STATEMENT OF WORK

This Statement of Work is made subject to the Service Provider Agreement dated [effective date] by and between C40 CITIES CLIMATE LEADERSHIP GROUP INC., a Delaware non-profit corporation (“C40”), and {service provider name} (“Service Provider”).

1. Scope of Work
   {a detailed explanation of services to be provided}

2. Term
   {time frame of service with an end date}

3. Fees
   {Service Provider’s pay rate; examples include: X amount per hour, X amount per month, X amount for service provided}

4. Payment Schedule
   {how the Service Provider would like to be paid; examples include: quarterly payments, one time payment, monthly payment *note: C40 does not pay more than once per month}

5. C40 Staff Point of Contact:
   {name}
   {email}

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: __________________________________________
Name: Juliette Carter
Title: Managing Director of Corporate Services
Date: __________________________

{service provider name}

By: __________________________________________
Name: {authorized signer name}
Title: {title of authorized signer}
Date: __________________________
7. Appendix 2

Please see Table 5.SM.2: Demand-side mitigation: indicative potential by 2050 on pages 42-46 of Supplementary Material for specific strategies and reduction potential estimates noted in the figure below.

Demand-side mitigation can be achieved through changes in socio-cultural factors, infrastructure design and use, and end-use technology adoption by 2050.

8. Appendix 3

Reference materials

Select materials for reference have been included here. Please add to these as needed.


Chancel, L., Bothe, P., Voituriez, T. (2023) Climate Inequality Report 2023, World Inequality Lab Study 2023/1

Gore, T. Confronting Carbon Inequality. Oxfam 2020
9. Appendix 4

From direct authority to influence: How cities lead at every level

Direct Authority
Enact policies to make low-carbon consumption the default in other agency procurement such as school food, and building construction (and deconstruction), establish transportation policies and leverage the city’s power over land use and development through planning and zoning regulations.

Incentives & Partnerships
Establish voluntary programs to support or compel changes such as appliance upgrades, materials reuse marketplaces, take-back programs etc.; convene private and third sector solution providers; establish innovation programs and prizes; partner with community organizations, businesses, other levels of government.

Ownership & Purchasing
Enact enterprise policies that address the city’s own emissions, through assets owned by the city such as land, capital, investments and city budgeting. This includes leveraging city owned land for urban agriculture, affordable housing, and renewable energy generation, as well as through climate-positive and renewable energy procurement, ZEV transportation policies and zero waste.

Indirect Authority & Advocacy
Propose regional mode shift initiative in regional transportation planning, advocate for low-carbon building codes, participate in energy regulation, advocate for support at other levels of government

Political & Social Influence
Raise awareness of the opportunity for action; Convene people; Establish behavior change campaigns outreach to address opportunities for shifts in community behavior and social norms. Employ ASI, Switch: Community-based social marketing or other models; research, implement, monitor and adjust.