

REQUEST FOR PROPOSAL (RfP)
Buenos Aires' Platform for the Management of Green Infrastructure Data

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

15th October 2020

1. C40 Cities Climate Leadership Group



The C40 Cities Climate Leadership Group connects more than 90 of the world's greatest cities, representing 650+ million people and one quarter of the global economy. Created and led by cities, C40 is focused on tackling climate change and driving urban action that reduces greenhouse gas emissions and climate risks, while increasing the health, wellbeing and economic opportunities of urban citizens.

The current chair of the C40 is Mayor of Los Angeles Eric Garcetti; three-term Mayor of New York City Michael R. Bloomberg serves as President of the Board. C40 is governed by a Steering Committee made up of C40 member city mayors, elected by their peers to

represent the geographic diversity of the network. Currently, the C40 Steering Committee includes the mayors of Accra, Boston, Copenhagen, Dhaka, Dubai, Hong Kong, London, L.A., Medellin, Milan, Seoul and Tokyo.

C40's work is made possible by our three strategic funders: Bloomberg Philanthropies, Children's Investment Fund Foundation (CIFF), and Realdania.

C40 positions cities as a leading force for climate action around the world. We define and amplify their call to national governments for greater support and autonomy in creating a sustainable future. Working across multiple sectors and initiative areas, C40 convenes networks of cities providing a suite of services in support of their efforts, including: direct technical assistance; facilitating of peer-to-peer exchange; and research, knowledge management and communications.

As a climate organisation of the world's greatest cities, C40 supports its members to move on to a low carbon development pathway, adapt to climate change, curb GHG emissions, and engage in partnerships among themselves and with global organisations, national governments, the private sector and civil society.

C40 Cities Climate Leadership Group, Inc. is a U.S. not-for-profit 501(c)(3) registered organisation, working with the world's megacities to tackle climate change. With offices in London and New York, and people working across the globe, C40 has about 220 staff members. Around a half are UK based, around a tenth are US based, the remainder cover roughly another 15 countries. C40 is continuing to expand with plans to register entities in other countries this year. C40 Inc. in the U.S. would remain as the party entering into contracts and handling most financial transactions for all its global affiliates.

2. Summary and Background of the Project

Buenos Aires

Green infrastructure (GI) plays a fundamental role in climate change mitigation and adaptation. It provides key ecosystem services, as it contributes to the capture of carbon dioxide, reduces or regulates the temperature during very hot summers and heatwave events, and assists in water regulation during heavy rains. In this way, it constitutes a comprehensive and key measure for climate change policies and strategies.

The Autonomous City of Buenos Aires (CABA) has identified GI and urban forest policies as fundamental to its commitment to be carbon neutral by 2050 (SDG 11, 11.7 and 13) and to address the effect of heatwaves, urban heat islands, and flooding.

In the context of the development of Buenos Aires' new Climate Action Plan in line with the objectives of the Paris Agreement and the commitment assumed to be a carbon neutral city by 2050, urban forestry represents one of the main measures to compensate for emissions that cannot be avoided. These measures will make it possible to achieve the goal of carbon neutrality.

The Government of CABA (GCBA) plans and carries out different measures and actions for the creation and management of GI. However, such management is decentralized in different areas, thus the information is not managed in a coordinated manner, which results in difficulties in analysis and monitoring.

Therefore, a platform is required to allow the comprehensive management of information on GI, as well as supporting the generation of public policies. This project aims to develop such a platform which will integrate existing data, and allow for key estimates of CO2 captured by green infrastructure to be made. At the same time, this project will make the information available to different government agencies and external stakeholders (citizens, universities).

C40 Empowering Cities with Data Programme

To develop and implement inclusive climate action plans that meet the ambitions of the Paris Agreement, city governments require access to reliable data and information to not only design the most impactful policies to address climate change but also to monitor and evaluate the success of such programmes and allow improvements and optimization of climate policies.

Recognizing that city governments face significant limitations and challenges when it comes to climate data, the Empowering Cities with Data (ECWD) Programme has been designed to help C40 cities overcome such challenges in an accessible way.

Children's Investment Fund Foundation

This project is made possible by generous funding from the Children's Investment Fund Foundation, an independent philanthropic organization, with offices in Addis Ababa, Beijing, London, Nairobi and New Delhi. It works with a wide range of partners to transform the lives of children in developing countries.

3. Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **17:00 GMT on Thursday 29th of October 2020**. **Proposals received after this date and time will be returned to the sender or points will be affected in the qualification process (2% per day will be deducted from the overall score).**

All proposals should be in Spanish and English and limited to 8 pages (front and back), not including a cover page/letter and attachments. All applications must be submitted in both PDF and Microsoft Word format with margins not less than one inch. Text type must be 11 point or larger.

Proposals should be organised accordingly:

- Executive Summary
- Organisational Profile
- Workplan and timeline
- Management plan and key staff
- Risk management approach
- Budget
- References
- Attachments

Submissions should be concise and contain:

- Detailed work programme outlining how each of the project stages will be delivered on time to meet the deliverables outlined below, and a description of expected outputs.
- Explanation of how the bidder proposes to work with and involve the city and C40's programme manager. This should include key roles and responsibilities, reporting, change requests, escalation of issues, sign-off of project stages and acceptance criteria.
- Description of any risks and assumptions, along with appropriate management and mitigation strategies.
- Details on how a risk assessment would be completed and what it would include.
- A breakdown of costs, itemised for each project task. Costs must be submitted in USD.
- Details of the organisation and proposed project team – please include relevant experience and expertise, limiting CVs to two pages per person.
- Examples of relevant previous work (including any previous experience, where applicable, with complying with the Technological Standards established by the Information Systems Agency (ASI). See below).
- At least two recent references with phone and email contact details.

Applicants must speak the Spanish language. Applicants based in Argentina and the Latin America region are encouraged; applicants from outside the region are welcome, but must consider travel requirements according to the scope of the project below.

Note: Given the challenges posed by the COVID-19 pandemic, applicants must be based in Buenos Aires or be able to travel there. If necessary, applicants must make sure they have all the necessary documentation to carry out work in Argentina.

Applicants must agree and comply with the [Technological Standards established by the Information Systems Agency \(ASI\)](#) for the GCBA's computer systems (documents "ES0901 - Development Standard"; "ES0902 - Security Standard"; "PC0901 - Process of control of changes in application software provided by Organizations ");

ES090X - API Standard and Annex G - Security Recommendations for the development of WebServices); as well as comply with the policies implemented in Resolution No. 177-ASINF-2013 and its complementary No. 239-ASINF-2014. The policies, regulations and documents are attached to this document and are also available on the Government Portal of the Autonomous City of Buenos Aires. In addition, the indications in Annex I of this document must be followed.

If the organisation submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, 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.

Respondents are expected to confirm that they are able to meet C40's Standard Service Provider Agreement, which is attached in the appendix, or, if not, outline which elements need to be amended.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RfP. 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.

4. Project Objectives

The project consists of the development of a web portal (made up of an internal data administration panel as well as a web page visible to the public), with the main objectives as follows:

- Integrate a model that allows estimating CO2 capture by urban trees in the CABA over time. This is of utmost importance considering the city's objective of being carbon neutral by 2050. The reference data and calculations will be provided by GCBA.
- Manage and channel the data produced in a decentralized manner in such a way as to allow for the management of CABA's green infrastructure information, and serve as support for the generation of public policies.
- Present all the existing information on the benefits of, and ecosystem services provided by, GI in Buenos Aires in relation to e.g. the regulation of high temperatures, the regulation of the urban heat island phenomenon, and the decrease in runoff after the impact of heavy rains. All this information will be provided by GCBA.

Capacity building of CABA officials will be a critical component to allow the continuity and ownership of the project by the city to execute and maintain the platform after completion.

The information must be displayed in Spanish in figures, graphs, tables and maps. This project will contribute to the analysis, understanding and visibility of GI as a relevant factor for climate change mitigation and adaptation policies.

This project is demonstrative in terms of best practices in data management. The lessons learned and the model developed can be shared with other cities, especially those participating in the C40 Cool Cities and Urban Flooding Networks and the Empowering Cities with Data programme.

5. Project Scope

The scope of work is expected to include the following stages. Responses may propose alternative approaches, as long as the standards specified in section 3 are met.

Throughout the project, the successful applicant is expected to foster close and constructive working relationships with various CABA government teams.

- **Work Package 1 - Inception**
- **Work Package 2 - Elaboration**
- **Work Package 3 - Development**
- **Work Package 4 - Transfer**
- **Work Package 5 - Maintenance**
- **Work package 6 - Project closure and evaluation**

Each package must include the following deliverables:

Number	Work Package	Deliverables
1	Inception	<ul style="list-style-type: none"> • Inception report (En/Spa) • Project plan, delivery schedule, Gantt chart (En/Spa) • Functional and non-functional requirements • Architecture of the solution • Test plan • Wireframe, mockups
2	Elaboration	<ul style="list-style-type: none"> • Use case specifications • Validated architecture document • Entity relationship diagram • Class diagram • Data dictionary • Prototype (Invision/Marvel)
3	Development	For each iteration: <ul style="list-style-type: none"> • Updated use case specifications • Updated design • Updated data model • Source code of iteration • Design of iteration tests • Result of iteration tests • Alpha and beta testing
4	Transfer	<ul style="list-style-type: none"> • User manual • Operations and installation manual • Capacity building and training (for example seminars) • Training materials
5	Maintenance	<ul style="list-style-type: none"> • Maintenance of the platform (6 months)

6	Project closure and evaluation	<ul style="list-style-type: none"> • The final project report must contain at least the following (En/Spa): <ul style="list-style-type: none"> ◦ Summary of the work done ◦ Evaluation of the success of the project ◦ Any identified risks, challenges, barriers or problems ◦ Lessons learned ◦ Recommendations on improvements ◦ Recommendations on the next steps • Achievements and lessons learned shared with other C40 cities through the delivery of a 1 hour webinar
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Note: All manuals and documents must be provided in Spanish. Additionally, the documents listed with “En/Spa” in Work Packages 1 and 6 must be provided in both Spanish and English.

The project must contain the following modules:

Data management and reporting

For this module, an administration panel is required to allow periodically to import information from files in Excel and Shapefile formats, integrating such files into databases, and to make additions, deletions and modifications. This information will be processed from a series of algorithms and procedures, and the outputs will result in reports (through data filtering), tables, and maps.

The outputs of the system must be able to be exported into different formats, and be generated and presented dynamically in the web environment.

The platform should allow for users with different access levels and a login that respects ASI standards.

There must also be a log that reflects the history of both accesses and modifications to the information managed in the system. All movements must be duly backed up in the database.

Data visualization

Both in the administration panel, and on the website that the public accesses, all the information (trees census, a series of maps of different elements of GI, and others to be defined) loaded on the platform must be viewed through a series of visually appealing and easy-to-understand graphs and tables. Whenever the information contains geographic data, it will be a mandatory requirement that they be represented on maps.

This website must be dynamic. In other words, the user will be able to carry out a geographic analysis and interact with the platform on potential plantations through filters and selectors. As an example, the user may need to apply a filter that allows him to see all the trees planted within the city boundaries with a diameter greater than 40 cm or a height greater than 3 m.

This web interface should allow the user to add new specimens to be planted in the city and through a simulation calculate the carbon accumulated in such trees, after a certain period of time, presenting the changes in graphs and

maps. The platform must also allow the calculation of the accumulated carbon of present trees in a future period of time.

The platform must be developed according to the aesthetics of the GCBA with BA Strap (consult previously cited documentation). All information can be updated by a city government administrator user (including texts, titles, data, graphs, maps, etc.).

The service provider will provide in-person training to the identified CABA Government personnel. At a minimum, this should cover:

- Production of manuals to support city personnel to gain a comprehensive understanding of all the platform's functionalities, for the general public, researchers and all types of users intended to use the system.
- System administration so that city personnel are prepared to face any problems that may occur with the system, as well as to address the requirements that users may have.

Graphical and statistical analysis

A geographic and statistical analysis can be carried out from the information stored on the platform, allowing for basic mathematical operations (average, maximum, minimum, and others) to be conducted.

All the information should be displayed in maps, graphs and tables for a better understanding.

In this case, an example would be to search for the total number of trees by area, or average tree diameters by area / census radius (to analyze where largest trees are), and be able to visualize the results according to different categories.

This function must be available both in the administration panel and on the website accessed by the public.

Analytics

The additional value of the platform will be the ability to calculate the carbon accumulated per tree. To perform this calculation, GCBA will provide a series of algorithms and procedures to be integrated into the platform (based on [the Clean Development Mechanism guidelines](#)), which will allow a new parameter (amount of accumulated carbon) to be obtained for each record (tree) included in the database, and made available for further analysis.

6. Request for Proposal and Project Timeline

Request for Proposal Timeline

Activity	Date
Request for proposal sent	15 October 2020
Applications sent to C40	29 October 2020
Evaluation of applications	2 November – 11 November 2020
Presentation of proposals	12 – 16 November 2020
Selection decision made	18 November 2020
Applicants notified of the result	19 November 2020

Project Timeline

WP	Description	Timeframe	Date/ Estimated Deadline
1	Inception	15 days	18 December 2020
2	Elaboration	10 days	15 January 2021
3	Development	70 days	23 April 2021
6	Project closure and evaluation	5 days	30 April 2021
4	Transfer	10 days	14 May 2021
5	Maintenance	6 months	19 November 2021

The total term for the development of the project: 110 days. In addition, twenty hours (20 hours) must be provided per month for a period of six months (6 months) for maintenance services. Details can be seen in Annex I.

Note: Due to the urgency of the work, we do not intend to move commitments online or change deadlines in any significant way. Applicants must be sure that they will be able to deliver their work despite the current restrictions due to COVID-19.

7. The Project Budget

The total contract amount for this project will not exceed \$ 49,500 USD, including applicable taxes. C40 will make payments to the supplier in USD. Any loss due to the variation in exchange rates between the local currency and USD must be covered within the proposed budget. The contracting entity will be C40 Inc. registered in the United States.

8. Criteria for Evaluating Proposals

C40 and APrA will evaluate all proposals based on the following criteria:

Workplan	40%
Management plan and key personnel	20%
Experience and references	20%
Budget (value and cost) and maintenance costs	20%
ASI compliance*	100%

**Note: Experience, and capacity to comply, with the [Technological Standards established by the Information Systems Agency \(ASI\)](#) will be essential to consider the proposal and must be explicitly confirmed in the text.*

Each bidder must send 1 copy of their proposal, following the guidelines in Section 3, to the email address below by **17:00 GMT on Thursday 29th of October 2020.**

Giovanni Tedesco
 City Data Officer
gtesesco@c40.org

Additional Specifications for the Project

1.0 Principles

The priority principles to comply with the provision of the required services are detailed below:

At Solution Level:

- Auditability: special focus should be placed on maintaining, improving and implementing processes that eliminate all and any possibility of discretionary action by the personnel, agents and / or officials of the Government of the Autonomous City of Buenos Aires involved.
- Quality in Citizen Service: the processes must be improved and implemented taking as a premise the improvement of the quality of the interaction with the recipient of the process, procedure, or service to be resolved.
- Modernization of the Government: the solutions must be adopted taking as a premise the integration with solutions that effectively allow the modernization of the Government of the Autonomous City of Buenos Aires.

A Provider Level:

- That it has a sufficient structure, in number and suitability of specialists, to support the provision of the services required in the scope of the Autonomous City of Buenos Aires and during at least the entire length of the contract.
- That it has already provided services similar in complexity and volume, within the Argentine Republic.
- That beyond the contractual / legal there is the highest commitment on the part of the AWARDDEE with the Government of the Autonomous City of Buenos Aires.

At the Independence Degree Level:

That the work methodology allows the transfer of knowledge, both about the product and about the technological platform, towards the key participants provided by the Government of the Autonomous City of Buenos Aires.

- That the process of implementation and transfer of knowledge ensure the participation of the staff of the Government of the Autonomous City of Buenos Aires in an active and recurrent manner in all the implementation processes, in such a way as to enable the independence of the AWARDDEE in the shortest possible time. To this end, the training programs must consider this requirement and train key personnel of the Government of the Autonomous City of Buenos Aires in a timely manner for their effective participation in the implementation.

2.0 Field Study.

The BIDDERS must carry out their own field study, being under their entire responsibility the verification of the data and references, taking exclusively the consequences of any mistakes made.

Webservices

The programming of the web services must be carried out using JSON format and must include the delivery of documentation for future implementation with other interfaces.

Requests for services must be registered in a LOG different from that of the main system, identifying the user, service, registered or modified record and transaction IP.

Consult the API standard of the Systems Agency for more details.

2.1 Software administration, maintenance and update service

Provide twenty hours (20 hours) per month for a period of six months (6 months) as a service that will include the tasks detailed below.

The BIDDER must have an incident management tool (tickets) such as JIRA, Mantis or similar.

- Correction of errors that affect the normal use of the system.
- Adaptation due to changes in the operating environment.
- Correction and / or prevention of problems or errors that may lead to failures.
- Quality control of system performance.

Maximum response times for incidents:

- For **URGENT Criticality Incidents**, that is, that affect critical processes making it impossible to use the System, it will be UP TO ONE (1) HOUR, considering as availability seven by twenty-four by three hundred and sixty-five (7x24x365). The allowed time of disruption of the process is between ONE (1) and TWELVE (12) HOURS maximum.
- For **Incidents of HIGH Criticality**, that is, that allow the System to continue operating, but the negative effect will occur in the next use of the application, it will be TWELVE (12) HOURS. The allowed time of disruption of the process is between TWELVE (12) and TWENTY-FOUR (24) HOURS maximum.
- For **Incidents of LOW Criticality**, it should not be more than FORTY-EIGHT (48) hours, that is, the negative effect will occur in the future, if the indicated preventive measures are not taken.

3 Terms of Service.

3.1 Media.

In order to provide the services that are the object of this tender, the AWARDEE must provide the CONTRACTING AGENCY with a detailed list of Contacts, with cell phone numbers and email, from which the service may be required.

The communication channels must be available on administrative business days from 9 a.m. to 6 p.m. The means of communication that must guarantee the complete and correct provision of services at the level of quality required in this Technical Specifications Sheet.

In no case will work requested by informal communication media or Service Orders / Work Orders issued informally by Users involved in the Solution and / or Project or by any participant who has not been expressly authorized by the CONTRACTING AGENCY be recognized.

At the request of the AWARDEE, the CONTRACTING AGENCY may request the Information Systems Agency (ASI) access through a VPN-type connection, if the latter considers that it can improve the level of service provided.

3.2.1 Work Team of the AWARDEE.

The AWARDEE must establish a work team that includes at least the following roles with minimum requirements:

Role in the work team and Minimum Requirements.
<p>Project manager.</p> <ul style="list-style-type: none"> • At least 3 (three) years of experience as Project Manager for the development of systems with characteristics similar to those that are the object of this call. • Experience in management with similar project work methodology. • Capacity for dialogue, negotiation and problem solving
<p>Project Leader.</p> <ul style="list-style-type: none"> • At least 3 (three) years of experience as Project Leader for the development of systems with characteristics similar to those that are the object of this call. • Experience in managing software development teams. • Ability to dialogue and solve problems.
<p>System Architect.</p> <ul style="list-style-type: none"> • At least 3 (three) years of experience in systems development projects with characteristics similar to those that are the subject of this call. • Experience in technical definition of software development project. • Ability to carry out the architecture of the system that is the object of this call. • Ability to diagnose and solve technical problems. • Preparation of the technical documentation associated with the project.
Role in the work team and Minimum Requirements.
<p>Functional analyst.</p> <ul style="list-style-type: none"> • At least 3 (three) years of experience in systems development projects with characteristics similar to those that are the subject of this call. • Experience in functional and technical definition of software development projects. • Ability to carry out surveys and analysis of technical and business requirements. • Must have knowledge of the UML language, Use Cases technique, Class Diagram, etc. • Experience in analysis and functional and technical design of software development projects. • Definition of the test plan and supervision of its correct performance. • Ability to design and evaluate functional test results. • Ability to perform diagnostics and troubleshooting. • Preparation of the technical documentation associated with the project.

Programmer analyst.

- At least 5 (five) years of experience in systems development projects with characteristics similar to those that are the subject of this call.
- The following technical knowledge should be integrated in this role: Laravel, JavaScript, HTML5, CSS3, PHP, MariaDB, JQuery, Bootstrap, QGIS, ArcGIS, Git, KPI's with SSAS (Power BI or similar), RESTful API, Swagger.
- Document the project properly.
- Ability to design, execute and evaluate unit test results.
- Ability to perform diagnostics and troubleshooting.
- It will be desirable that you have knowledge in Open LDAP, Pentaho, DRUPAL.
- Work methodology: SCRUM

UI / UX designer.

- At least 4 (four) years of experience in systems development projects with characteristics similar to those that are the subject of this call.
- Experience and knowledge in the following tools: Balsamiq (Skeeth or Axure), Invision (or Marvel), graphic design (Photoshop, Illustrator, etc), layout, responsive web design, Bootstrap, HTML5, CSS3.
- Construction of wireframes, mock-ups and prototypes.
- Design high-quality user interfaces in accordance with the principles of the Government of the Autonomous City of Buenos Aires.
- Identify possible communication or visual problems and propose creative solutions.
- Work methodology: SCRUM

The BIDDER must present the work proposal where all the roles have their responsibilities and functions well defined. The collaborators presented by the BIDDER in the proposal must have a CV that details their skills, competences and it must be clear which CV corresponds to each profile requested.

3.3 Accreditation of Personnel.

The BIDDERS must present the payroll of the highly trained personnel, which will affect the performance of the processes required for the contracted service. The payroll must indicate:

- Surnames and names
- Type and number of identity document
- E-Mail and cell phone for contact.

3.4 Work Methodology.

The AWARDEE must follow a methodology that meets the guidelines of the UP process. You may validate with the CONTRACTING AGENCY variations to this process with the sole objective of improving the quality of the deliverables or productivity in general. Being preferably the agile SCRUM methodology.

3.5 Tools

The AWARDEE must validate with the CONTRACTING BODY the tools that will be used for the development of the system, finding the latest versions approved in the aforementioned standards of the Information Systems Agency. The correct licensing of said tools is the sole responsibility of the AWARDEE; However, the use of illegal copies and / or programs inconsistent with the security policies of the CONTRACTING AGENCY will be considered a serious offense and may lead to the termination of the contract due to the fault of the AWARDEE, without prejudice to other criminal and / or civil actions. that could correspond.

3.6 Configuration Management

The AWARDEE must maintain a version management system for all components of the system. This configuration management process must respond to what is indicated in the Development Standards documents of the Information Systems Agency.

3.7 Specification of Acceptance Tests.

The AWARDEE must carry out its development tests and deliver the product with acceptance quality.

The CONTRACTING AGENCY and the AWARDEE will jointly develop a Specification of Acceptance Tests for each requested component.

The Acceptance Testing Specification will include:

- Sufficient detail of the tests to be carried out by the CONTRACTING AGENCY to confirm that the Software will comply with the established acceptance criteria; These will include performance criteria.
- Details of the facilities that the CONTRACTING AGENCY will have available to carry out the Acceptance Tests.
- Estimates of the expected duration for the execution of specific tests on the target computer systems.

The functionalities will be considered valid if the acceptance tests are executed successfully, according to the criteria defined in the Acceptance Criteria section. They include the verification of the correct integration with any other software with which the one developed by the AWARDEE must have interfaces.

3.8 Transfer of Technical Knowledge

The AWARDEE must transfer knowledge of the project to a group of people determined by the CONTRACTING AGENCY. Said handover must include the delivery of the latest versions of the functional and design documentation related to the project, plus training on the structure of the source code, the particularities of compilation and operation of the system, configuration, parameterization and everything necessary to carry out the implementation of the development and its subsequent maintenance.

This training must be carried out before the end of the execution of the project in order to be able to detect early the problems that are in the system and understand the fixes that are being made.

The second objective of this transfer is to allow the evaluation of non-functional issues that are only visible if the internal workings of the components are understood.

3.9 Final Technical Guarantee.

For each component or adaptation requested, produced and accepted, implemented in Production, object of this call, the AWARDEE must provide a Technical Guarantee of Good Operation and Comprehensive Corrective Maintenance (Technical Guarantee) for a term of THREE (3) MONTHS or for the 30% of the total term of this contract, whichever is greater, counted from the end of the services.

The term of validity of the aforementioned guarantee will run from the day on which the definitive acceptance of this service by the Government of the Autonomous City of Buenos Aires becomes effective.

During said period, any element, part or component, of the software developed by the AWARDEE that is defective must be replaced or repaired, delivering the modifications and developments in the same terms as those mentioned for the development of the solution.

3.10 Recursos del Gobierno de la Ciudad Autónoma de Buenos Aires.

3.10.1 Work team of the Government of the Autonomous City of Buenos Aires.

The AWARDEE's team will include specialists from the CONTRACTING BODY, at its sole discretion, assigned as Project Manager, Project Leader, Programmer Analysts and / or QA Specialist, together with resources from the Security, Networks and / or Administration areas. Servers, in order to acquire specific experience on the works that the AWARDEE carries out, ensure the future autonomy of the Contracting Party in the maintenance of the system, and contribute to the control of the execution of the tasks.

3.10.2 Project monitoring.

In order to avoid delays in the development of the system, due to misunderstandings or lack of communication and to survey the status of the project, previously scheduled periodic meetings (face-to-face or virtual, as the situation warrants) will be held among all stakeholders.

Prior to the approval stage of the system by the ASI, the JIRA tool or some other tool will be used for reporting and monitoring of errors, duly selected by the CONTRACTING BODY.

APPENDIX

Service Provider Agreement Template

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:

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.

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.

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. [C40 will reimburse reasonable and necessary pre-approved out-of-pocket expenses incurred by the Service Provider in performing the Services. Service Provider will provide documentation supporting any expenses with the applicable invoice].¹

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.

Performance of Services. The Services will be performed by Service Provider or by Personnel under the control of Service Provider using best efforts. [Service Provider or its Personnel may be subject to background searches as may be required by C40]².

¹Include if C40 will reimburse expenses.

²Include if applicable (*e.g.*, if SP will be working out of C40/Bloomberg office).

Confidentiality.

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.

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.

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.

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.

Work Product.

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.

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.

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.

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.]³

Representations, Warranties and Covenants.

Service Provider represents, warrants and covenants that:

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;

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;

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

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 other right of any person or violate any law;

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;

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

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

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;

³Include if C40 needs to give SP trademark license to perform Services.

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

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

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.

Indemnity; Insurance.

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.

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.]⁴

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.]⁵

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.

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.

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

⁴ To be included only in the case of outsourcing services.

⁵ Only include if service provider is an academic or scientific institution.

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.

Miscellaneous.

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.

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”.

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]

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.

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 privileged preclude any other or further exercise.

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.

Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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 Service Provider.

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."

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.

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.

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: Director of Corporate Services

{service provider name}

By: _____