

CITY OF TUCSON

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 222855

PROPOSAL SUBMISSION DEADLINE: August 13, 2021, 2:00 pm LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Business Services Department
<https://www.tucsonaz.gov/bsol/>

MATERIAL OR SERVICE: CLIMATE ACTION PLAN CONSULTANT

PRE-PROPOSAL DATE: Thursday, July 29, 2021
TIME: 2:30 pm LOCAL AZ TIME
LOCATION: Microsoft Teams [Click here to join the meeting](#)

CONTRACT OFFICER: Troy Rombough
TELEPHONE NUMBER: (520) 837-4139
troy.rombough@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, or to update an existing vendor record, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration to access the City's vendor registration system. You may also call the Shared Services Procurement Division of the Business Services Department at (520) 791-4217 if you have questions.

Competitive sealed bids for the specified material or service shall be received electronically by the Business Services Department at: <https://www.tucsonaz.gov/bsol/> until the date and time cited. **In order to allow for any issues that may be encountered, (i.e. slow internet, internet outage, uploading large documents, differing system requirements, etc.), Offerors should ensure sufficient time to upload proposal documents.**

Responses not in "Submitted" Status by the Due Date and Time stated in the solicitation WILL be rejected.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: <https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf>.

It is the sole responsibility of the Bidder to submit their Bid before the scheduled time, as reflected in the City's online bidding system. No Bid shall be accepted after the scheduled opening time.

Questions must be addressed to the Contract Officer listed above.

PUBLISH DATE: July 23, 2021

REQUEST FOR PROPOSAL
Climate Action Plan Consultant

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- A - Certification of Living Wage Requirement
 - B - Climate Action Plan RFP Introduction
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A. INTRODUCTION

A.1. Summary

Introduction is contained within Attachment B of this RFP

A.2. Background

Background is contained within Attachment C of this RFP

A.3. Contact Information

Troy Rombough

Senior Contract Officer

Email: troy.rombough@tucsonaz.gov

Phone: [\(520\) 837-4139](tel:(520)837-4139)

Department:

City Manager's Office

B. SCOPE OF WORK

B.1. Scope of Services

The Scope of Services is contained within Attachment D of this RFP.

C. INSTRUCTIONS TO OFFERORS

C.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

C.2. PRE-PROPOSAL CONFERENCE

If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail at least nine days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

C.3. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail at least nine days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

C.4. AMENDMENT OF REQUEST FOR PROPOSAL

The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

C.5. FAMILIARIZATION OF SCOPE OF WORK

Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

C.6. PREPARATION OF PROPOSAL

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- F. Periods of time, stated as a number of days, shall be in calendar days.

- G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

Please be reminded that this RFP titled Climate Action Plan Consultant MUST be received no later than Thursday, August 12, 2021, at 2:00 pm.

C.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

C.8. TAXES

The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

C.9. PROPOSAL/SUBMITTAL FORMAT

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

C.10. EXCEPTIONS TO CONTRACT PROVISIONS

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

C.11. PUBLIC RECORD

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

C.12. CONFIDENTIAL INFORMATION

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

C.13. CERTIFICATION

By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

C.14. WHERE TO SUBMIT PROPOSALS

Competitive sealed proposals for the specified material or service shall be received electronically by the Business Services Department at <https://www.tucsonaz.gov/bsd/> until the date and time cited.

Offerors shall submit their Proposal to the Business Services Department on or before the day and hour set for the Proposal Due Date identified above, as may be modified by amendments to this solicitation. Responses to this solicitation shall only be accepted via electronic submission through the City's online bidding system. Instructions to submit a response to this solicitation can be found at the following link: <https://tucsonprocurement.com/assets/OnlineBiddingProceduresManual.pdf>.

NOTE: RESPONSES MUST BE IN "SUBMITTED" STATUS (SEE THE INSTRUCTION MANUAL THAT IS ACCESSIBLE ON THE LINK ABOVE FOR FURTHER DETAILS) IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS AT THE DUE DATE AND TIME WILL NOT BE CONSIDERED.

C.15. LATE PROPOSALS

Late proposals will be rejected. It is strongly advised that offerors create their responses in the City's online bidding system well in advance of the Due Date and Time in order to allow for unforeseen circumstances such as slow internet speed, internet outage, etc. Proposals that are not in "Submitted" status at the Due Date and Time will NOT be considered.

C.16. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

C.17. WITHDRAWAL OF PROPOSAL

At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

C.18. DISCUSSIONS

The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

C.19. TAX OFFSET POLICY

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

C.20. CONTRACT NEGOTIATIONS

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

C.21. VENDOR APPLICATION

Prior to the award of a Contract, the successful offeror shall register with the City's Business Services Department. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments

will be provided to those vendors that select email as their preferred delivery method in their vendor record.

C.22. CITY OF TUCSON BUSINESS LICENSE

It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

C.23. UPON NOTICE OF INTENT TO AWARD

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

C.24. AWARD OF CONTRACT

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or
- C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

C.25. PROPOSAL RESULTS

The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

C.26. PROTESTS

A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

D. PROPOSAL EVALUATION REQUIREMENTS

D.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Climate Action and Adaptation Experience
- B. Project Understanding, Approach, and Preliminary Work Plans
- C. Community Engagement Experience
- D. Firm Overview and Project Personnel
- E. Overall Completeness and Adherence to Format Requirements
- F. References

D.2. Shortlist

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

D.3. Interviews

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

D.4. Additional Investigations

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D.5. Prior Experience

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

D.6. Multiple Awards

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

E. VENDOR RESPONSE

REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

E.1. Climate Action and Adaptation Experience

1. Provide a detailed statement of qualification describing why your Firm is the most qualified and capable to develop and provide the Climate Action and Adaptation Plan sought by this RFQs.
2. List relevant climate-related projects where the Firm served as the primary consultant or primary subconsultant for the climate-related tasks during the past 5 years. Provide a brief description and links to each project.
3. Describe the Firm's familiarity with the unique characteristics of Tucson, Arizona and/or cities with similar characteristics.

E.2. Project Understanding, Approach, and Preliminary Work Plans

1. Demonstrate the Firm's understanding of the project and outlined principles (i.e. just transition, environmental and climate justice, etc.).
2. Describe the Firm's expected or recommended approach to addressing the tasks in the Scope of Work.
3. Demonstrate the Firm's ability to develop a creative, innovative, and flexible approach to addressing the tasks in the Scope of Work.
4. Demonstrate an understanding of Tucson's culture, economic strengths, and challenges as well as the broader Arizona regulatory framework.

E.3. Community Engagement Experience

1. Describe your Firm's experience designing a community engagement process for diverse communities and stakeholders. In addition, describe your Firm's experience with the "Community Engagement to Ownership" Framework and Community Benefit Agreements.
2. Explain your Firm's familiarity and experience in working with divergent viewpoints and experience working with consensus building and complex projects.
3. Describe your Firm's experience working on equity and justice-based plans and experience working with frontline, vulnerable, low-income communities of color, and Indigenous groups.

E.4. Firm Overview and Project Personnel

1. Provide Firm overview including corporate sustainability and equity policies.
2. Provide Firm organizational chart, including the board of trustees and state the overall staff diversity in the Firm.

3. Provide a brief description of relevant experience for personnel assigned to this project (one half page maximum per person).
4. State the intention of proposed subcontractors for any portion of the work sought by this Request for Qualifications (RFQs). Include the subcontractors' roles and resumes.
5. Describe the availability of project personnel to adhere to the timeline and participate in this project in the context of the Firm's other commitments.

E.5. Overall Completeness and Adherence to Format Requirements

The quality, overall organization, and comprehensiveness of the response will be assessed by the Selection Committee. No submittal response is required for this section.

E.6. References

Provide at least three references, preferably for projects that are similar in type, scope, size and/or value to the work sought by this RFP. Information shall include Firm/Agency Name, Contact Person and Title, Address, Phone, Fax, Email Address, Reason for Selecting as Reference and Project date, size, complexity, scope, and duration.

E.7. Responses to the RFP---Organization and Format

The Evaluation Committee will evaluate firms' responses based on the information provided in the Proposals and interviews, as necessary. To allow for a standard basis of evaluation, all Proposals are requested to follow a similar format. The Proposal shall not exceed twenty(20) pages total in length, minimum 1-inch margins and 11-point font, excluding cover, title, front and back cover pages, resumes, and addenda.

Cover:

The cover should contain the following relevant data as a minimum:

- Statement indicating response to: Climate Action Plan Consultant, RFP No. 222855
- Submittal date and time
- Company name (and logo if desired)
- Other information/graphics as desired

Title page:

Include Firm's name, address, e-mail/website address(es), and phone numbers, name(s) of principals and contact person that will direct the work and their contact information (phone number and email address).

Executive summary:

Describe the firm's experience, key team members with discipline noted, ability and commitment to respond completely to the project scope, and ability to keep the project on schedule and within budget.

E.8. Discount for Early Payment

As stated in *Instructions to Offerors*.

Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

E.9. Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. (See Paragraph 1 of the Special Terms and Conditions section.) Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

Yes No

If yes, state proposed percentage: _____ %

E.10. Credit Card Payment

Will payment be accepted via commercial credit card? _____ Yes _____ No

A. If yes, can commercial payment(s) be made online? _____ Yes _____ No

B. Will a third party be processing the commercial credit card payment(s)? _____ Yes _____ No

C. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).

D. If "no" to above, will consideration be given to accept the card? _____ Yes _____ No

E.11. City of Tucson Business License

Does your firm have a City of Tucson Business License? _____ Yes _____ No

If yes, please provide a copy of your City of Tucson Business license.

E.12. Forms to Be Filled out by Vendor

Please ensure that all required information is included with your offer:

- A. Living Wage Certification Form (If applicable)
- B. Technical Proposal
- C. Any solicitation amendments
- D. Offer and Acceptance Form

F. SPECIAL TERMS AND CONDITIONS

F.1. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

F.2. CONFLICTS OF INTEREST

An Offeror responding to this RFP acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RFP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tucson Mayor and Council or any employee of the City has any financial interest in Offeror's firm. In addition, all communications regarding this solicitation shall be directed to the Department of Procurement. Interested Offerors shall refrain from engaging in any communication (written or verbal) regarding this solicitation or the matters involving this solicitation or TCC operations with any other City staff, Mayor & Council or staff of Mayor & Council.

The City reserves the right to disqualify an Offeror from further participation in the RFP process in the event the City determines that Offeror has an actual or apparent conflict of interest with the purposes of this RFP, or has violated this Conflict of Interest.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Offeror, or any agent or representative of Offeror, to any officer or employee of the City, including the Mayor and Council and their staff, for the purpose of securing a Contract that may be awarded pursuant to this RFP, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of a Contract that may be awarded under this RFP, the City, may, by one (1) calendar day provide written notice to Offeror, terminate the right of Offeror to proceed under this RFP; provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction.

F.3. LIVING WAGE REQUIREMENTS

In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than \$10.86 per hour (with health benefits being provided to employees); or

A wage of no less than \$12.15 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee's health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

Compliance with Wage Requirement: The City's Director of Business Services shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of Business Services is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

- Liquidated damages paid to the City in the amount of \$50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;
- Suspension of further payments under the Contract until the violation has ceased;
- Suspend and/or terminate the Contract for cause; and/or
- Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

Records for Wage Requirement: The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Business Services, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

F.4. PRICE ADJUSTMENT

The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

F.5. TERM AND RENEWAL

The term of the Contract shall commence upon award and shall remain in effect for a period of One (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for Two (2) additional **one-year periods** or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

G. INSURANCE REQUIREMENTS

G.1. The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

G.2. Commercial General Liability

Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability:

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000

Blanket Contractual Liability: \$1,000,000

G.3. Commercial Automobile Liability

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.

Combined Single Limit: \$1,000,000

G.4. Worker's Compensation (Applicable to the State of Arizona)

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

*Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS §

23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

G.5. Professional Liability (Errors & Omissions)

Each Claim: \$1,000,000

Annual Aggregate: \$2,000,000

G.6. Claims Made Insurance Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

G.7. Additional Insurance Requirements

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

- A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
- C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

G.8. Notice of Coverage Modifications

Any changes material to compliance with this contract in the insurance policies above shall require (10) days written notice from the contractor to the City of Tucson. Such notice shall be sent directly to the Procurement Division.

G.9. Acceptability of Insurers

Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G.10. Verification of Coverage

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to

commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

G.11. Subcontractors

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G.12. Exceptions

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

H. STANDARD TERMS AND CONDITIONS

H.1. ADVERTISING

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

H.2. AFFIRMATIVE ACTION

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

H.3. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

H.4. APPLICABLE LAW

This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

H.5. ASSIGNMENT-DELEGATION

No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

H.6. CHILD/SWEAT-FREE LABOR POLICY

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

H.7. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

H.8. COMMENCEMENT OF WORK

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

H.9. CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

H.10. CONTRACT AMENDMENTS

The Procurement Department has the sole authority to:

- A. Amend the contract or enter into supplemental verbal or written agreements;
- B. Grant time extensions or contract renewals;
- C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

H.11. CONTRACT

The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may

constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

H.13. DUPLEXED/RECYCLED PAPER

In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

H.14. EQUAL PAY

The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e et.seq.; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

H.15. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

H.17. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late

performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

H.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

H.19. HUMAN RELATIONS

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

H.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting

requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

H.21. INDEPENDENT CONTRACTOR

It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

H.22. INSPECTION AND ACCEPTANCE

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

H.23. INTERPRETATION-PAROL EVIDENCE

This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

H.24. ISREAL BOYCOTT DIVESTMENT

Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

H.25. LICENSES

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

H.26. LIENS

All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

H.27. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

H.28. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

H.29. OVERCHARGES BY ANTITRUST VIOLATIONS

The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

H.30. PAYMENT

The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

H.31. PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

H.32. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

H.33. RECORDS

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.

Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

H.34. RIGHT TO AUDIT

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

H.35. RIGHT TO ASSURANCE

Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

H.36. RIGHT TO INSPECT

The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

H.37. RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

H.38. SEVERABILITY

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

H.39. SHIPMENT UNDER RESERVATION

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

H.40. SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used

H.41. SUBSEQUENT EMPLOYMENT

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

H.42. TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

- In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;
- In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;
The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;
- The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

H.43. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

H.44. WARRANTIES

Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 20____

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not

Attachment A

**CITY OF TUCSON
CERTIFICATION OF LIVING WAGE PAYMENTS**

(This form must be completed by the Contractor and each applicable subcontractor.)

Contract Number: _____

Contractor or Sub Name: _____

(Please Check Only One of the Following Two Options)

_____ I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of \$10.86 per hour and provide health benefits. I also agree to pay at least 50% of the eligible employees' health benefits premium. Our firm's health insurance provider(s) are listed below:

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer: _____ Monthly premium paid by employee _____

Name of Health Insurance Company: _____

Address: _____

Telephone: _____

Fax Number: _____

Plan or Program Number: _____

Monthly premium paid by employer: _____ Monthly premium paid by employee _____

_____ I do hereby agree to pay all eligible employees working on the above-referenced contract a minimum of \$12.15 per hour. I **do not** offer health benefits to eligible employees working on this contract and/or I **do not** pay at least 50% of the eligible employees' health benefits premium.

(Contractor /Sub-Contractor Name)

(Date)

By _____
(Signature)

(Title)

City of Tucson-----RFP #222855-----Climate Action Plan Consultant

Attachment B

INTRODUCTION

On behalf of the City of Tucson, Mayor Regina Romero is seeking proposals from qualified consultants to develop a Climate Action and Adaptation Plan (Plan) for the Tucson Community, which includes government operations.

According to the [U.S. National Climate Assessment](#) (2018) the integrity of Southwest ecosystems and their ability to provide natural habitat, clean water, and economic livelihoods has declined as a result of recent droughts and wildfire due in part to human-caused climate change. A recent study by [Climate Central](#) reports that Tucson is the third fastest warming city in the U.S., directly preceded by Phoenix—a city also located in Arizona. Additionally, 2020 was the [driest](#) and hottest year on record with only 4.17 inches of rainfall recorded and more than 100 days of 100 degree plus temperatures.

During its January 2020 retreat, the City of Tucson Mayor and Council (M&C) committed to take meaningful action on climate and environmental sustainability during the next five years to steer Tucson towards a healthy, equitable, resilient, and sustainable future. As part of the commitment, M&C outlined a list of priorities including identifying a path to transition the City's bus fleet to electric; reach net-zero emissions in City operations; preserve water quantity and quality; and develop a comprehensive Climate Action and Adaptation Plan with clear implementation strategies to be included in Plan Tucson; among other priorities.

On September 9, 2020, M&C formalized their commitment to address climate change by adopting [Resolution 23222](#), declaring a Climate Emergency and setting a 2030 carbon neutrality goal for City operations. The resolution also directs the creation of a 10-year Climate Action and Adaptation Plan for the entire community. Through the Resolution, the City commits to “keeping the concerns of frontline and marginalized communities central to all Climate Emergency program planning processes and to inviting and encouraging such communities to actively participate in the development and implementation of this Climate Action and Adaptation Plan and all climate mobilization efforts”.

On February 5, 2021, Mayor Regina Romero's office released a community survey to begin identifying the community's priorities for climate action in the City of Tucson. Her office is also working with the University Climate Change Coalition (UC3) at the University of Arizona to develop the framework for the community listening and planning sessions that will take place from April to June of 2021.

The expectation is for the Climate Action and Adaptation Plan to be completed within 8-12 months upon selection of a consultant. The Climate Action and Adaptation Plan, as well as other long-range City planning initiatives, including P-CHIP, One Water 2100, and Move Tucson, will be integrated into Plan Tucson.



The narrative within the following attached sections of this RFP summarizes the rationale and demand for a Climate Action and Adaptation Plan, outlines the primary goals and deliverables to be included in the effort, and provides a draft scope of services to guide applicants in structuring their submittals. The draft scope of services included in this solicitation is intended to provide an overview of what the City is seeking in a Climate Action and Adaptation Plan and should not constrain applicants from proposing strategies, tactics, methods, services, and other recommendations based on best practices or prior experience on similar projects. The City of Tucson Mayor Regina Romero invites applicants to propose innovative and practical strategies to achieve the goals outlined in the Scope of Services.

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Attachment C

BACKGROUND

Located in Pima County, Tucson is the second largest city in Arizona with a population of 520,116 and an area of 227 square miles (2010 Census). Nationwide, Tucson is the [33rd largest](#) city and the [58th largest](#) metropolitan area.

Tucson is a rapidly growing community, which presents protection challenges for natural resources in the area. Additionally, Tucson is in the Sonoran Desert at an elevation of approximately 2,400 feet above sea level. With average precipitation of 12 inches per year regionally, conservation and prudent management of water resources is a high priority for the City. The sun shines about 350 days per year and summers are long and hot, putting a strain on public infrastructure, the power grid, and people.

Over the years, the City has adopted and implemented several measures to address and mitigate the effects of climate change and improve the City's sustainability practices. The City recognizes that a healthy environment is critical to sustaining a healthy, productive, and resilient community.

Existing Sustainability and Climate Action

The City of Tucson has joined several initiatives to reinforce its commitment to mitigate and adapt to the effects of climate change. As part of these initiatives, City departments have implemented several actions to reduce carbon emissions, conserve water, and enhance the City's sustainability practices. Collectively, these initiatives reduced the City's internal greenhouse gas emissions by 16% between 2012 and 2017 (Regional Greenhouse Gas Inventory, 2012-2017). Department-specific actions are described below.

The City of Tucson's **Water Department** established a robust conservation program conserving 3.3 billion gallons of water over the last decade by offering incentives for high-efficiency plumbing appliances and rainwater harvesting, including free programs for customers in need. Tucson Water has engaged half a million students and teachers in water conservation education programs, and trained thousands of homeowners and landscape professionals in irrigation efficiency. It provides individual water checkups to thousands of customers annually. It maintains and installs new green infrastructure throughout the community through the Green Stormwater Infrastructure Fund and Mini-Grants Program (formally known as the Neighborhood-scale Stormwater Harvesting Program).

The **Department of Environmental and General Services (EGSD)** has 27 solar installations at Parks and Recreation facilities that generate 9 megawatts of solar energy and provide shade to

over 3,500 parking spaces. EGSD equipped over 50 solar sites to support future electric charging stations for city owned vehicles and public use. EGSD powers 100% of the residential trash and recycling collection vehicles by compressed natural gas (CNG) generated from Los Reales Landfill. EGSD is in the initial stages of developing a lifecycle evaluation to identify the best use of the methane gas produced at the Landfill that considers social, economic, health and environmental impacts.

The **Department of Transportation and Mobility** has converted over 20,000 streetlights to LED; built over 500 miles of low-stress bikeways; built close to 70 miles of biking and walking trails; installed over 750 free bike racks; launched e-scooters and the Tugo Bike Share (which has 330 bikes at 36 stations); built the Sun Link streetcar system, with 8 fully electric streetcars; is piloting an electric bus and will be adding 10 new electric buses to its fleet; and is implementing the Complete Street policy, which once fully implemented, will provide safer and more appealing environments for people to walk, bike and use public transportation.

Additionally, the City of Tucson Mayor and Council, working with the **Department of Planning and Development Services**, advanced transit-oriented infill development in downtown and along the streetcar which enabled the development of 1,000 housing units in the downtown area, 25% of which are affordable units, fostering a vibrant, mixed-use, walkable environment in our urban core; enabled backyard farming and promoted local food production through an Urban Agriculture Ordinance; encouraged adaptive reuse of vacant commercial and historic sites for new businesses through an array of code tools; and has adopted building codes that facilitate the adoption of solar power and rainwater harvesting and promote gray water ready, highly energy efficient new construction.

Existing Planning Initiatives

Additionally, the City of Tucson has undertaken several planning initiatives that, along with the Climate Action and Adaptation Plan, will inform [Plan Tucson, the City of Tucson General & Sustainability Plan](#), a voter approved plan that is updated every 10 years per Arizona State Law (ARS 9-46.06).

Recently completed or ongoing planning initiatives include:

Completed

Drought Preparedness and Response Plan – Per state statute (A.R.S. §45-342), the [Drought Preparedness and Response Plan](#) was updated in October 2020. Among other updates, the Plan (1) ensures the drought stages and thresholds are consistent with the 2019 Colorado River Drought Contingency Plan; (2) streamlines drought responses and incorporates a strategic, data-driven approach rather than relying on the Emergency Water Ordinance; and (3) integrates climate change adaptation planning with both drought planning and the One Water long-range planning.

People, Communities, and Homes Investment Plan (P-CHIP) – Adopted on January 20, 2021, [P-CHIP](#) creates a framework for investing in Tucson’s most vulnerable populations. It will direct funding for homeless services, housing, stability, neighborhood enhancement and more.

Ongoing

Move Tucson – As part of the Complete Street policy, the Department of Transportation and Mobility is developing [Move Tucson](#), a city-wide transportation master plan that will create a mobility blueprint to reduce vehicle miles travelled, preserve our existing streets and sidewalks, improve traffic safety, expand transportation choices and multimodal connectivity, provide greater integration between land use and transportation planning, identify opportunities for redevelopment through transit oriented development, prepare for disruptive innovations in transportation technology, better plan for and manage multiple uses of transportation rights-of-way, improve stormwater management, and expand the City’s network of green infrastructure.

One Water 2100 Master Plan – Tucson Water is currently developing the [One Water 2100 Master Plan](#), a comprehensive long-range plan to ensure the viability and quality of Tucson’s water supply for the next 80 years. The plan will provide guidance on how the utility can best manage water resources under changing conditions and consider important factors like environmental sustainability, social equity, and economic vitality that have not traditionally been major factors in water planning. The Plan will help guide Tucson Water’s capital and financial planning, conservation practices, and provide information to support policymaking.

Other

Regionally, the 2017 **Multi-jurisdictional Hazard Mitigation Plan** is expected to be updated every 5 years by Pima County with assistance from the Arizona Department of Emergency and Military Affairs, community members, and federal, state, and local partners. The purpose of the [Multi-jurisdictional Hazard Mitigation Plan](#) is to identify natural hazards that impact jurisdictions located within Pima County, assess the vulnerability and risk posed by those hazards to community-wide human and structural assets, develop strategies to mitigate identified hazards, present future maintenance procedures for the plan, and document the planning process.

NEED FOR A CLIMATE ACTION AND ADAPTATION PLAN

Although the City of Tucson has made significant progress in developing and implementing initiatives and programs that collectively reduced carbon emissions and enhanced the city’s sustainability practices, the City still needs a comprehensive Climate Action and Adaptation Plan that creates an equitable, low-carbon, climate resilient Tucson.

As such, the City of Tucson is seeking a consultant firm to develop a people-centered Climate Action and Adaptation Plan that will provide a roadmap for Tucson to mitigate its contributions to climate change and adapt to future climactic disruptions. The Plan will:

- Consider Tucson’s unique social fabric, economy, history, indigenous community, and physical climate.

- Incorporate diverse knowledge and expertise including local scientific knowledge, traditional ecological knowledge, municipal expertise, and local practical knowledge.
- Identify strategies, actions, and associated metrics for the Tucson community and City government operations to become carbon neutral by 2030.
- Address racial, economic, health, and environmental systemic inequities in climate solutions.
- Ensure that the communities most impacted by the climate crisis, including Tucson's frontline and low-income communities of color, are centered in the decision-making process for crafting and implementing solutions.
- Ensure that climate action does not lead to the displacement of vulnerable and low-income communities of color.
- Be a living document that is bilingual (English and Spanish), visually engaging, easily understood, and accessible to diverse audiences.
- Serve as a model for Southern Arizona and peer cities.

The Plan will incorporate the following principles throughout:

- **Green and Just Recovery** – A framework that resists status quo solutions for COVID-19, committing to the principles of the Global Green New Deal to protect our environment, strengthen economies, and build a more equitable future. It addresses the immediate challenges of the pandemic and also tackles the immediate and longer-term challenges of climate breakdown ([C40 Cities](#)).
- **Just Transition** – A vision-led, unifying and place-based set of principles, processes, and practices that build economic and political power to shift from an extractive economy to a regenerative economy. This means approaching production and consumption cycles holistically and waste-free. The transition itself must be just and equitable; redressing past harms and creating new relationships of power for the future through reparations. If the process of transition is not just, the outcome will never be. Just Transition describes both where we are going and how we get there ([Climate Justice Alliance](#)).
- **Environmental Justice** – The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. This goal will be achieved when everyone enjoys the same degree of protection from environmental and health hazards, and equal access to the decision-making process to have a healthy environment in which to live, learn, and work ([Environmental Protection Agency](#)).
- **Climate Justice** – An approach that focuses on the root causes of the climate crisis through an intersectional lens of racism, classism, capitalism, economic injustice, and environmental harm. Climate justice supports a Just Transition for communities and workers away from a fossil fuel economy and focuses on making the necessary systemic changes to address unequal burdens to our communities and to realign our economy with our natural systems ([Climate Justice Alliance](#)).
- **Energy Democracy** – A shift from the corporate, centralized fossil fuel economy to one that is governed by communities, is designed on the principle of no harm to the environment, supports local economies, and contributes to the health and well-being for all peoples ([Energy Democracy](#)).
- **Health Equity** – Health equity is achieved when every person has the opportunity to “attain his or her full health potential” and no one is “disadvantaged from achieving this potential because

of social position or other socially determined circumstances.” Health inequities are reflected in differences in length of life, quality of life, rates of disease, disability, and death, severity of disease and access to treatment ([Centers for Disease Control and Prevention](#)).

- **Regenerative Economy** – Based on ecological restoration, community protection, equitable partnerships, justice, and full and fair participatory processes. Rather than extract from the land and each other, this approach focuses on producing, consuming, and redistributing resources in harmony with the planet. It supports collective and inclusive participatory governance and focuses on supporting local businesses and creating meaningful work for local frontline community members ([Climate Justice Alliance](#)).
- **Racial Justice** – The systematic fair treatment of people of all races, resulting in equitable opportunities and outcomes for all. Racial justice—or racial equity—goes beyond “anti-racism.” It is not just the absence of discrimination and inequities, but also the presence of deliberate systems and supports to achieve and sustain racial equity through proactive and preventative measures ([Racial Equity Tools](#)).
- **Food Sovereignty** – The right of peoples to healthy and culturally appropriate food produced through ecologically sound and sustainable methods, and their right to define their own food and agriculture systems. It puts the aspirations and needs of those who produce, distribute, and consume food at the heart of food systems and policies rather than the demands of markets and corporations ([Climate Justice Alliance](#)).
- **Anti-Environmental Gentrification** – “Environmental gentrification” is the process whereby the seemingly progressive discourse of urban sustainability, cleaning up pollution, and increasing green amenities is used to drive up property values, attract wealthier residents and displace low-income residents ([Environmental Protection Agency](#)).

The Plan must inform, utilize, align with, or conform with the following:

- Climate Emergency Declaration – [Resolution 23222](#)
- City of Tucson Mayor and Council January 2020 retreat priorities
- Existing City planning initiatives: One Water 2100 Master Plan; Drought Preparedness and Response Plan; Move Tucson; P-CHIP; Plan Tucson, General and Sustainability Plan
- Existing City programs and activities: Green Stormwater Infrastructure Fund and Mini-Grants Program; Proposition 407; Energy Revolving Fund; solar installation; fleet electrification
- The City of Tucson [Zoning Code](#)
- Mayor Regina Romero’s Tucson Million Trees initiative to plant one million trees by 2030
- Mayor Regina Romero’s Climate Action Advisory Council
- The principles in the Mayoral Racial Equity and Justice Advisory Council
- Community engagement guidelines that allow for co-planning, such as those in the framework [From Community Engagement to Ownership](#)
- An equity assessment when selecting the final climate action strategies and actions, using the City of Oakland’s [Racial Equity Impact Assessment & Implementation Guide](#)
- The [Climate Mayors](#) and the [Global Covenant of Mayors for Climate and Energy](#)
- [ICLEI Clearpath](#) and the [Global Protocol for Community-Scale Greenhouse Gas Emission Inventories](#) (GPC)
- State and Federal regulations
- EPA’s [Environmental Justice Screening and Mapping Tool](#)
- The United Nations [Sustainable Development Goals](#)

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Attachment D

SCOPE OF SERVICES

The following represents an outlined scope of services for the Climate Action and Adaptation Plan. **The Climate Action and Adaptation Plan is expected to be completed within 8 to 12 months upon selection of a consultant.** Responses should include a proposed method of approach to, at a minimum, address the following:

1. Community engagement and implementation plan¹
 - a. Describe the frameworks and strategies needed to develop, implement, and assess a community-driven planning process that centers frontline communities.
 - b. What voices need to be prioritized? How are you going to ensure we meet frontline communities where they are? What groups or stakeholders need to be included in the process? How will you take into consideration the limitations to robust and equitable participation that may still be present due to the COVID-19 pandemic?
2. Vision and goals
 - a. Vision: To foster a community-driven planning process that results in Community Benefit Agreements with community-based organizations or groups for co-implementation of climate actions.
 - b. Overarching goal: Achieve carbon neutrality by 2030 community-wide and in City operations.
3. Climate impacts and projections
 - a. Describe the need for a Climate Action and Adaptation Plan in Tucson, outlining the projected climate change impacts in Tucson and the costs associated with not taking proactive action, and the benefits of implementing a comprehensive community-driven Plan.
4. Municipal and community greenhouse gas emissions (GHG) inventories²
 - a. Work with the Pima Association of Governments (PAG) to complete, adjust or complement the citywide and City of Tucson operations GHG inventories.
5. Risk and vulnerability assessment³
 - a. Develop a community-wide risk and vulnerability assessment for the City of Tucson that acknowledges specific risks and vulnerabilities for frontline, climate vulnerable, indigenous communities, low-income communities, and communities of color.
6. Climate strategies

¹ As indicated in the introduction, a community survey and listening sessions are underway. The consultant will be responsible for additional community engagement activities, including Town Halls, Community Benefit Agreements, and compiling and drafting the report.

² The City of Tucson has been working with the Pima Association of Governments to update the City's greenhouse inventory. The consultant will revise, adjust, and/or complete the GHG inventory.

³ The Climate Action Advisory Council is expected to complete an initial draft of the Risk and Vulnerability Assessment. The consultant will revise, adjust, and/or complete the Risk and Vulnerability Assessment.

- a. Evaluation of existing measures, plans, and programs
 - i. Evaluate how existing City and community initiatives might align with the Plan, and how they will impact emissions in the future, considering a holistic approach that takes into account racial and economic justice, not simply emissions.
 - ii. Identify gaps and areas of greatest need (GAP analysis).
 - iii. Evaluate state and federal program alignment.
- b. GHG reduction goals and mitigation strategies
 - i. Develop a comprehensive list of measures to prioritize the reduction and mitigation of the City of Tucson Scope 1, 2 & 3 Emissions to achieve carbon neutrality by 2030⁴.
 - ii. Conduct “business-as-usual” forecasting and scenario analysis of target options using ICLEI clearpath.
 - iii. Identify the preferred scenario to achieve carbon neutrality by 2030 and detail recommended actions (by City department) to achieve the desired goal.
 - iv. Provide forecasts of future emissions levels based on projected emissions reductions resulting from the recommended actions.
 - v. Outline a phased approach and goals categorized by emissions source and industry sector.
 - vi. Provide a Cost-Benefit Analysis detailing the cost and benefits of each proposed action or policy, including co-benefits, expected emissions reductions, vulnerability analysis, and equity impacts. This should include an analysis of both the financial, environmental, social, health costs and benefits of the Plan and its recommended actions.
 - vii. Identify constraints, including the Arizona state regulatory framework.
- c. Adaptation strategies
 - i. Develop measures to prepare and adapt for the impacts of the identified risks. These measures should include large scale projects, community-wide programming, and micro-level adaptations, and should prioritize frontline, vulnerable, indigenous, low-income communities, and communities of color.
 - ii. Provide a Cost-Benefit Analysis detailing the cost and benefits of each proposed action or policy, including co-benefits, expected emissions reductions, vulnerability analysis, and equity impacts. This should include an analysis of both the financial, environmental, social and health costs and benefits of the Plan and its recommended actions.
- d. Equitable strategies

⁴ According to the U.S. Environmental Protection Agency, the three critical measures that determine the harmful impacts of greenhouse gases are the length of time the gas remains in the atmosphere, the atmospheric concentration of the gas, and the amount of energy the gas can absorb (the more energy absorbed, the more detrimental warming effect the gas has). Generally, greenhouse gas emissions are categorized into three “scopes”, depending on the source from which they are produced. **Scope 1 GHG emissions** are direct emissions from sources that are owned or controlled by an organization. These include on-site fossil fuel combustion and fleet fuel consumption. **Scope 2 GHG emissions** are indirect emissions from sources that are owned or controlled by an organization. These include emissions from the generation of electricity, heat, or steam purchased by an organization from a utility provider. **Scope 3 GHG emissions** are indirect emissions from sources not owned or directly controlled by an organization but related to the organization’s activities. Scope three emissions include emissions from employee travel, including air travel and daily commuting, as well as waste disposal, wastewater treatment, the embodied GHG emissions of purchased products, and more.

- i. Ensure that all proposed mitigation and adaptation strategies and actions are equitable and just and that each have equity metrics to monitor progress over time.
- 7. Implementation plan
 - a. Mitigation and adaptation strategies
 - i. Develop a list of mitigation and adaptation strategies that will achieve the Plan's goals and objectives, including policies, programs, measures, projects, infrastructure, and community actions.
 - b. Prioritization framework
 - i. Develop a prioritization tool to rank strategies and actions according to equity impacts, return on investment, community concerns and priorities, and implementation feasibility.
 - c. Factors
 - i. Include deadlines, the responsible party, estimated costs, indicators, estimates of the emissions reductions and the vulnerability impacts associated with each proposed strategy or initiative.
 - d. Shovel-ready projects
 - i. Identify tangible programs, projects and policies that are ready for rapid funding and implementation. Develop a short list of potential pilot programs and projects that can begin implementation in 2022-2023.
 - e. Staffing analysis
 - i. Provide an analysis of the municipal staffing needs required to develop, implement, monitor, and evaluate the Plan.
 - f. Monitoring, evaluation, and reporting plan
 - i. Develop performance metrics related to each defined strategy in the Plan.
 - ii. Develop an interactive dashboard with content, graphics and metrics for each sector that is easy to update by City staff.
 - iii. Develop a template for annual reporting and communicating progress on climate goals.
 - iv. Develop a framework for reviewing and revising the Plan by staff and City Council.
 - g. Community action toolkit
 - i. Develop an accessible toolkit that can be used by City of Tucson residents, institutions, businesses, and neighborhood associations to take climate action.
 - h. Outreach strategy
 - i. Include a marketing, education, and engagement framework and associated implementation actions.
 - i. Funding opportunities
 - i. Link the proposed strategies and actions to department budgets.
 - ii. Detail opportunities for private or outside funding for climate actions.
 - iii. Detail opportunities for federal funding for climate actions.
- 8. Glossary
 - a. Include a glossary to clarify terms for use of the Plan by the general population.

REQUIRED DELIVERABLES

1. Project initiation
 - a. Kick off meeting with primary team members
 - b. Project timeline
 - c. Climate Action Advisory Committee kick off meetings
2. Inventory and forecasting
 - a. Community-wide and City operations inventory
 - b. Business as usual forecast
 - c. Scenario development
3. Climate change risks and vulnerability assessment
 - a. Quantitative & qualitative assessment of risks
 - b. Vulnerability assessment
4. Climate mitigation and adaptation measures
 - a. Final list of goals
 - b. Final list of measures
 - c. Prioritization framework
 - d. GAP analysis
5. Implementation plan
 - a. Cost benefit analysis
 - b. List of progress metrics and indicators of success for each measure
 - c. Department budgets reflect measures
 - d. Policy recommendations, including shovel-ready projects
6. Climate Action and Adaptation Plan
 - a. Draft Climate Action and Adaptation Plan
 - b. Presentation of draft Plan, comment review and adjustment
 - c. Final Climate Action and Adaptation Plan
7. Monitoring, evaluation, and reporting plan
 - a. Interactive dashboard with content, graphics and progress metrics and indicators of success
 - b. Template for annual reporting and communicating progress on climate goals.
8. Outreach and engagement process
 - a. Community Engagement to Ownership toolkit
 - b. Community Benefit Agreements template
 - c. Summary report of community, stakeholder, and staff input from engagement initiatives (survey, community listening sessions, workshops, town halls etc.)
9. Project progress meetings
 - a. Climate Action Advisory Council
 - b. City departments staff
 - c. Committees and stakeholders
 - d. Community listening sessions, workshops, town halls, events, and meetings