

**Development of a Special Feature Analysis
of PRTR Data for Off-site Disposals**

for Volume 16 of the *Taking Stock* Report

REQUEST FOR PROPOSALS



Commission for Environmental Cooperation

2020

I. Overview

The Commission for Environmental Cooperation of North America (CEC) is requesting proposals from prospective consultants related to the preparation of the special feature analysis for the next edition of the *Taking Stock* report, a flagship publication of the [CEC's North American Pollutant Release and Transfer Register \(PRTR\) Initiative](#). Specifically, the consultant would be expected to conduct research, compile, and present data and information relating to the special feature topic selected for this report. This project will be undertaken in two phases: the first corresponds to the CEC's 2019-2020 Operational Plan, with activities ending 28 February 2021; and the second corresponds to the 2021-2022 Operational Plan, and is contingent on approval of the budget for that biennium.

The CEC was established by the governments of Canada, Mexico and the United States through the North American Agreement on Environmental Cooperation. The CEC brings together citizens and experts from governments, nongovernmental organizations, academia and the business sector to seek solutions to protect North America's shared environment while supporting sustainable economic development. Find out more at: <www.cec.org>.

The CEC's Council, its governing body, approved the North American PRTR Initiative as part of the latest Operational Plan, with the purpose of promoting public access to data and information reported by industrial facilities in Canada, Mexico and the United States, to enhance understanding of the sources and management of pollutants of common concern across the region and support decisions relative to pollution prevention and reduction. For a complete description of the initiative, including tasks and related budget, please visit the CEC website at: <http://www.cec.org/category/pollutants/tracking-pollutant-releases-and-transfers-in-north-america/>.

II. Terms of Reference

A. Overview and Scope

This contract supports the implementation of the CEC's [North American PRTR Initiative](#), which involves the integration, analysis and promotion of data and information relating to the pollutant releases and transfers reported by North American facilities to the national PRTRs of the region. The activities to be carried out under this contract relate to the special feature analysis for the next edition of the *Taking Stock* report. The *Taking Stock* series presents and analyzes PRTR data and related information, with the aim of enhancing stakeholders' awareness and understanding of pollutant releases and transfers generated by North American industrial activities, their potential environmental and human health impacts, and progress towards sustainability.

The topic selected for the special feature analysis in the upcoming report is reported off-site disposals for the years 2014 through 2018. The special feature chapter (or chapters) will constitute the main body of the report, with other sections (drafted by the CEC) that include an overview of reporting by facilities for 2018 as well as basic information about the North America PRTR programs and the CEC's Taking Stock Online website and searchable database.

B. Description of Services

This project will be undertaken in two phases. The first phase (November 2020 through February 2021) will involve the development of text and illustrations relating to sections 1, 2, 3 and 5 of the draft report outline presented below; the second phase (March 1 through September 2021) will involve the presentation and analysis of related data and the integration of all report sections.

The consultant shall coordinate with the CEC's designated contacts to accomplish the activities set out below to address the stated project objectives.

1. The consultant will research, compile and present information and analyses relating to the selected special feature analysis topic, a draft outline of which is provided at the end of this section. This will include:
 - A description of North American industrial waste disposal practices;
 - A discussion of potential environmental and human health issues associated with these practices and their associated pollutants, as well as social and economic considerations;
 - A presentation and analysis of PRTR data for offsite disposals, 2014-2018 (including cross-border transfers),¹ and a synthesis of findings, including identified gaps or issues;
 - An overview and discussion of national, regional, and international laws, regulations, and guidelines, in the context of North American waste disposal practices;
 - A presentation of alternatives to the "use-produce-dispose" cycle within industry, including some examples from North America.
2. The consultant will offer suggestions for related graphics, maps and other illustrations for the report.
3. The consultant will review and incorporate comments received, and prepare the final text for the special feature analysis chapter (or chapters).

The exact format and content of the special feature analysis (see draft outline at the end of this section), is to be refined together with the consultant. The text should be supported by analyses of PRTR data and related information, and accompanied by graphics and other illustrations. Where pertinent, other sources of data and information should be used to complement the PRTR data.² Throughout the preparation of the report, the consultant will work in close collaboration with the CEC to identify additional sources of information.

The content of the report, and the manner in which the information is presented, should enhance the understanding of all stakeholders (governments, industry, nongovernmental organizations and citizens) regarding the sources and handling of pollutants in North America, and support decisions relative to pollution prevention and sustainability within industry.

Project activities will take place according to the timetable below. This schedule is approximate, and subject to change.

¹ The PRTR data will be provided by the CEC and will also be made available via Taking Stock Online.

² For a comparable example, see [Taking Stock, Vol. 13](#) (with a feature analysis of releases to water).

Phase 1 Activity (Nov. 2020– 28 Feb. 2021)	Activity Description	Deliverable(s)	Date(s)
Project kick-off call with CEC	Review report outline, discuss sources of data and information, develop draft work plan	Revised outline and final work plan	Start of contract (Nov. 2020)
Research, compilation and drafting of report text sections 1-3	Conduct research; prepare draft text, text boxes, graphics and illustrations Identify information gaps and potential information sources with CEC	Draft of sections 1, 2 and 3 of CEC draft outline	Mid-December 2020
Revisions of draft sections 1-3 (following CEC review)	Discuss comments with CEC Revise text (tracked changes), checking as needed with CEC	Revised draft sections 1, 2 and 3	End-January 2021
Research, compilation and drafting of report text section 5	Conduct research; prepare draft text, text boxes, graphics and illustrations Identify information gaps and potential information sources with CEC	Draft section 5 of CEC draft outline	End-February 2021
Phase 2 Activity (March 2021– Sept. 2021)	Activity Description	Deliverable(s)	Date(s)
Revisions of draft section 5 (following CEC review)	Discuss comments with CEC Revise text (tracked changes), checking as needed with CEC	Revised draft section 5	Mid-March 2021
Call with CEC to discuss PRTR data for report section 4	Review PRTR off-site disposals data and discuss gaps, presentation and analyses	Review of CEC preliminary PRTR data tables	Mid-March 2021
Presentation of PRTR data and analyses (section 4)	Present PRTR data and related information, including draft text, data tables and graphics	Draft data, text and graphics for section 4 of CEC draft outline	Mid-end April 2021
Revisions of draft section 4 (following CEC review)	Discuss comments with CEC Revise PRTR data, text, and text boxes, graphics and maps (tracked changes), checking as needed with CEC	Revised draft section 4	Mid-May- 2021
Revisions of draft section 4 and integration with other report sections	Discuss comments with CEC Present revised PRTR data and related information (text, text boxes, graphics and maps), with analyses and discussion, integrated with other report sections	Draft report sections integrating data, text, graphics and illustrations	Mid-June 2021
Revisions to draft report (following technical and external stakeholder review)	Discuss comments with CEC Revise text (tracked changes), checking as needed with CEC	Final draft report	Mid-July 2021
Final report review and editing (in collaboration with CEC)	Final review for errors, inconsistencies and lack of clarity in text or graphics	Final Report ready for editing, layout and translation	August – September 2021

Taking Stock, Vol. 16:
Special Feature Analysis of Off-site Disposals, 2014-2018
Draft Outline

1 Introduction

2 Scope and Methodology

- a. Sources of data and information
- b. Terminology, definitions, and comparability among the North American PRTRs

3 Industrial Waste Disposal Practices, Impacts and Alternatives

- a. Principal waste disposal practices: landfilling, land application/farming, underground injection, and storage
- b. Potential environmental and human health concerns related to industrial waste disposal, including issues with tracking pollutants across borders
- c. Social and economic considerations of industrial waste disposal, including transport and siting impacts on communities; and economic aspects of the choice of disposal over other waste management options
- d. Industrial waste disposal laws, regulations and guidelines (national, regional/local, and international) and identification of gaps, related issues

4 Reported Off-site Disposals in North America, 2014-2018

- a. Reported pollutants, by disposal type
- b. Top sectors, facilities
- c. Cross-border transfers: sending and receiving facilities
- d. Changes, tendencies over time (including in disposals as a proportion of the total)
- e. Discussion relating to the information presented in the preceding sections, including:
 - the limitations of PRTR data and impacts of differences among PRTR reporting requirements for sectors and pollutants
 - Issues relating to the use of third parties/waste brokers (e.g., accountability)
 - Other

5 Sustainable Production and Alternatives to the “Use-Produce-Dispose” Cycle

- a. Presentation of best practices for sustainability in industry (North America, globally)
- b. Discussion of challenges and constraints (financial, technological, cultural) to the adoption of sustainable practices
- c. Examples of sustainability efforts in North American industry: three “spotlight” cases (with at least one from a reporting facility, if possible).

C. Periodic Reporting Requirements

In order to complete the project, the consultant will deliver the tasks described under the description of services. At the onset of the project, the consultant will participate in a kick-off meeting (conference call) with the CEC designated staff. The purpose of this meeting is to confirm planned project activities, deliverables, and timeline.

Throughout the project, the consultant will work in close collaboration with the CEC designated staff, PRTR program officials, and experts (as pertinent), to gather information to support delivery of the work. The consultant may consult directly with government officials and other experts as needed; however, the consultant shall report only to, and receive direction only from, the CEC designated staff.

The consultant will work in his or her own offices.

The CEC Secretariat will forward draft deliverables to external stakeholders and other experts for their review and comment. The CEC Secretariat will arrange teleconferences with the consultant, the CEC staff, and other experts on an as-needed basis at mutually agreeable times. The goal of these meetings will be to present the draft deliverables and assess progress on the project.

All communications, including teleconferences and meetings, will be supported by the CEC. **The consultant should not include the costs of these in the budget submitted in the Proposal.**

The consultant will prepare monthly status reports that summarize the following:

- Progress in previous month;
- Current status;
- Anticipated progress in upcoming month;
- Potential problems, with description of, and reasons for, any delays; and
- Actions that should be taken by the CEC Secretariat to facilitate the project.

These reports are to be sent via e-mail to the CEC Secretariat by the 10th of each month.

D. Quality of Deliverables

The consultant is responsible for providing deliverables of **publishable quality** (i.e., copy-edited prior to submission) in English and, when applicable, for the technical editing of the materials. The consultant will submit to the CEC Secretariat all written material (including complete drafts and final reports) in Microsoft Word, following the format of the CEC's [Report Template](#) and adhering to the precepts of the [Guidelines for CEC Documents and Information Products](#), as supplemented by the CEC's English [Style Guide](#). Supporting documents for tables, figures and maps must be submitted with the report in their original file format (e.g., Excel or ArcGIS). Note that all amounts shall be presented in metric units. The CEC Secretariat will be responsible, when applicable, for translation, printing, publication and distribution of products from this activity.

Upon delivery by the consultant of a final version of the report or other written materials under the project, the CEC reserves the right to a 15-business day period to review the document(s), notify the consultant of any potential issues or errors, and return the document(s) to the consultant for appropriate corrections, at no extra cost. In all cases, contract payments will be

withheld if products submitted to the CEC fail to fulfill the quality and formatting requirements specified above. In the event that the consultant neglects to make the required corrections or if, following corrections, a deliverable remains unsatisfactory, the document shall be edited or revised by a third party designated by the Secretariat, the cost of which shall be deducted from the consultant's fees at a rate of C\$60 per hour.

E. Plagiarism

Plagiarism is the act of conveying someone else's original expression or creative ideas as one's own and can be a violation of copyright law. Neither intentional nor unintentional plagiarism is acceptable to the CEC. The consultant must follow good scholarly methodology in preparing reports and deliverables under the contract, including systematic referencing in footnotes or in-sentence references, for any secondary sources, quotations, data, etc., that do not originate with the author. Sources for tables and figures reproduced from other literature must be given in a "Source" attribution immediately below the table or figure. Failure to properly reference the source of such borrowed material constitutes plagiarism and will be considered a breach of contract. For further information, see [Guidelines for CEC Documents and Information Products](#). In addition, for every written deliverable submitted, the consultant must use iThenticate software, or equivalent software approved by the Commission, to validate the written product in question and must forward the plagiarism review results to the CEC at the time of document submission. Contract payments will be retained if products do not fulfill these requirements.

III. Requirements and Proposal Evaluation

A. Mandatory Requirements

To be eligible for further consideration, all consultants must fulfill the following basic requirements.

1. In-country Ability

The consultant, as well as all his or her personnel and sub-consultants, must be domiciled and able to legally work in at least one of the three North American countries. If travel is required, the consultant must possess valid documentation to travel within these countries.

2. Key Personnel

For the purposes of this RFP, the term "consultant" may refer to either a group or company or a single individual.

If a proposal is submitted by a consortium of individuals or institutions, a "lead" consultant should be designated to take responsibility for ensuring overall coordination, the coherence of activity outputs, and the integration of information and ideas.

3. Qualifications Required

The consultant and key support personnel must be qualified, competent and experienced in the subject area. The consultant must demonstrate competency and documented experience with the reporting, tracking and analysis of PRTR data, and is expected to be familiar with the three North American PRTR programs and the CEC's Taking Stock Online database. The consultant will also have in-depth knowledge of industrial waste management, waste disposal practices, and related issues.

The consultant must have excellent writing skills and be fluent in both written and spoken English; proficiency in Spanish and/or French is desirable.

4. Proposal Submission

It is the intention of the CEC Secretariat to include the **Terms of Reference (Section II)** of this document) in the contract negotiated with the successful applicant. Therefore, prospective consultants should refer to these for more detailed information on the project and the services to be provided. Prospective consultants are requested not to reiterate the Terms of Reference in their submissions, but are invited to suggest modifications to enhance the proposal.

Proposals must be organized as indicated below and include the following information:

1. Knowledge and Understanding of Work

- Provide background information relevant to this project that will serve to demonstrate the consultant's experience and subject knowledge. The statement should address desired results; guidelines (parameters within which results are to be accomplished); resources (human, financial, technical, or organizational support available to help accomplish the results); and other aspects deemed applicable by the consultant. The purpose of this statement is to demonstrate not only the consultant's general and specific familiarity with the subject area, but also to highlight writing skills;

2. Workplan and Methodology

- Provide a detailed and comprehensive work plan and methodology that clearly demonstrates how key activities under Section B (Description of Services) will be undertaken;
- Identify suggested modifications to the Terms of Reference, and the reasons for such modifications, if applicable.

3. Organization, Qualifications and Experience of Project Team

- Identify organization of Project Team, including project manager
- Provide a summary of qualifications and experience for each team member (including alternates) and any other relevant information (e.g. language proficiencies).

4. Allocation of Time (Hours) and Costs By Task and Team Member

- For each member of the project team, provide a detailed breakdown of assigned tasks, hours worked, and labor costs;
- Identify any other direct and indirect costs, including travel costs (include estimate for in person meetings taking place at any of the three countries) and applicable taxes;
- Clearly identify total hours worked under and the total cost (including taxes) of this project.

5. Added Value Within Identified Budget

- Identify any additional tasks or activities not specified within the terms of reference but will be undertaken by the contractor at no additional cost.

Annex A: Corporate Information

- Identify relevant corporate information pertaining to this work.

Annex B: Letters of Recommendation and References

- Two letters of recommendation from previous assignments;
- Details and contact information for three or more references.

Annex C: Resumes for Each Team Member

- Resumes for all project team members;

Annex D: Declaration of Acceptance and Impartiality and Independence for Contract

- Provide a completed copy of the CEC form identified in the Annex to this Request for Proposals.

Annex E: Examples of Previous Work

- Provide two samples of previous work.

B. Other Information to be Provided

Potential consultants are encouraged to submit any additional information that they believe will assist the CEC Secretariat in the evaluation of their proposal. However, the proposal should not exceed ten (10) pages, exclusive of applicant resumes, or corporate brochures.

C. Type of Contract to be Used for These Services

The CEC Secretariat intends to use its standard milestone-based contract for these services. A sample is available upon request. If the contract is negotiated with a consortium, the CEC will offer the consultants the option to have separate contracts between each consultant and the CEC.

Unless otherwise specified, all draft written deliverables associated with this contract must be submitted to the CEC no later than 30 September 2021, to allow adequate time for the CEC’s review, editing and translation processes. All work within the contract must be completed by 31 October 2021.

D. Selection Procedure

The consultant will be selected in accordance with the [CEC Consultant Services Procurement Manual](#).

Proposals that the CEC Secretariat determines to be complete will be evaluated according to the procedure described below. Prospective consultants who submit proposals determined by the CEC Secretariat to be incomplete will be so notified in writing.

Each complete proposal that is submitted will be evaluated by the CEC Secretariat according to the following criteria, with a point rating assigned for each:

Evaluation Criteria	Maximum Point Rating
Understanding of project requirements, adequacy of work plan	20
Suitability of the proposed approach	20
Consultant’s experience and qualifications and competency of key personnel	40
Consultant’s ability to analytically approach the subject, and writing ability	10
Adequacy of budget	10
<i>Total</i>	100

A minimum score of 80 will be required for a prospective consultant's proposal to be eligible for further consideration. Cost efficiency will be taken into account in the evaluation.

Proposals in response to this request will be evaluated by the CEC Secretariat designated staff and technical reviewers, who will form an Evaluation Committee. Each member of the Evaluation Committee will receive a copy of the proposals and will be asked to rate each proposal using the evaluation criteria and its maximum point ratings given above.

The CEC designated staff will arrange for a conference call/meeting among the members of the Evaluation Committee to discuss the ratings, arrive at final scores, and, subsequently, a ranking of all proposals. The strengths and weaknesses of each proposal, in terms of the evaluation criteria, will be noted and summarized. Once the selection has been made, each prospective consultant will be provided with his/her score—if requested—along with their comparative ranking. However, neither the evaluations nor the scores of other bidders will be provided.

E. Estimated Level of Resources Required

The consulting services budget for this project is expected to range between C\$65,000-70,000 (Canadian dollars), including professional fees and expenses. Reimbursable expenses are detailed in the CEC standard contract, available upon request; in addition, the cost of using iThenticate or other approved software to detect plagiarism (US\$100) should also be considered.

The CEC Secretariat will prepare a contract utilizing 2020 funds in the amount of C\$20,000. Once the CEC's 2021 budget is approved, the CEC Secretariat will prepare a contract addendum for the remaining amount. To facilitate the contracting process, the consultant should divide the proposed budget breakdown into two phases: One for activities from November 2020 - 28 February 2021, and the second for activities from 1 March - 30 September 2021.

For universities and nongovernmental organizations, note that the CEC accepts that overhead be charged for administration and other indirect costs up to 15% of the total value of the contract.

If the proposal were presented by a consultant established in Mexico, the applicable value-added tax will be 0%, in accordance with Article 29, section IV, paragraph a) of Mexico's VAT Act, as these are technical services that were engaged from abroad.

If a currency other than Canadian dollars is used, the consultant should indicate the total cost of the professional services in Canadian dollars as well as the currency of choice, for comparison purposes.

F. Basis of Payment Required

The consultant will be paid according to the table on deliverables and milestones in the Description of Services section above.

Payment shall be made only for *bona fide* consultant fees and legitimate expenses incurred in accordance with the contract for professional services, and only upon receipt and documented acceptance by the Secretariat of statement(s) of account/invoice(s), and relevant project deliverables from the consultant. Settlement of invoices that are acceptable for payment will normally be made 30 days from the date of receipt by the Commission.

G. Financial and Other Confidential Information

For this proposal, the CEC Secretariat will not require the submission of any confidential information nor will the CEC Secretariat require information regarding insurance, bonding financial status, or company ownership.

H. Conflict of Interest

“Conflict of interest” means, but is not limited to, a situation where a consultant’s personal interest is sufficiently connected with professional duties under the contract, such that it results in a reasonable apprehension that said personal interest may influence the exercise of professional responsibilities under the contract. For example, a direct conflict of interest exists when the consultant is also a CEC government official, or is related to or closely affiliated with a CEC government official, CEC staff member or third party involved with the performance of the services.

The consultant will inform the CEC Secretariat of any circumstance that existed prior to the execution of this contract, or that could manifest during the performance of this contract, which could constitute a conflict of interest. The consultant, on behalf of all his or her personnel, will complete and sign the attached *Declaration of Acceptance and Impartiality and Independence* (see Annex 1). The consultant will also take note of the [CEC Consultant Services Procurement Manual](#).

I. Deadlines for Proposal Submission and Decision

The proposal, including all relevant attachments, must be received by the CEC Secretariat offices by **17:00 EST on 12 November 2020**. Proposals submitted after this deadline will not be considered.

Proposals must be submitted via e-mail to ocabrera@cec.org (with copy to ehercules@cec.org). Proposal format may be in Microsoft Word or Adobe PDF format. Once the proposal has been submitted electronically, the CEC will confirm receipt within three business days. If receipt is not confirmed by e-mail within this time, **applicants must contact the CEC**. The contact person is:

Orlando Cabrera-Rivera
Head of Unit, Environmental Quality
Commission for Environmental Cooperation
700 de la Gauchetière St. West, Suite 1620,
Montreal, Quebec, H3B 5M2
Tel: 514-350-4300; Fax: 514-350-4314

The CEC Secretariat intends to select the consultant and notify the applicants within 10 working days following the proposal submission deadline.

ANNEX 1

CONSULTANT'S DECLARATION OF ACCEPTANCE AND IMPARTIALITY AND INDEPENDENCE FOR CONTRACT

I, the undersigned,

Last Name: _____ First Name: _____

ACCEPTANCE

hereby declare that I accept to serve as consultant in the subject contract.

IMPARTIALITY AND INDEPENDENCE

(If you accept to serve as a consultant, please check one of the two following boxes. The choice of which box to check will be determined after you have taken into account, inter alia, whether there exists any past or present relationship, direct or indirect, with any of the Parties to the North American Agreement on Environmental Cooperation ("NAAEC") or their Commission for Environmental Cooperation ("CEC") representatives, Secretariat staff, and/or third parties involved in the performance of this contract, whether financial, professional, familial, or of another kind and whether the nature of any such relationship is such that disclosure is called for pursuant to the criteria set out below. Any doubt should be resolved in favor of disclosure.)

I am impartial and independent with respect to the NAAEC Parties and their CEC representatives, CEC Secretariat staff, and third parties involved in the performance of this contract, and intend to remain so; to the best of my knowledge, there are no facts or circumstances, past or present that need be disclosed because they are likely to give rise to justifiable doubts as to my impartiality or independence, and that may constitute a conflict of interest.

OR

I am impartial and independent with respect to the NAAEC Parties and their CEC representatives, Secretariat staff, and/or third parties involved in the performance of this contract, and intend to remain so; **however**, I wish to call your attention to the following facts or circumstances which I hereafter disclose because they might be of such a nature as to give rise to justifiable doubts as to my impartiality or independence, and that may constitute a conflict of interest. Where facts or circumstances exist that might give rise to the latter such doubts, I may set out measures I intend to take to mitigate or eliminate any doubts regarding my impartiality and independence, and/or a possible conflict of interest. (Use separate sheet and attach.)

Date: _____

Signature: _____