



COMMISSION FOR
ENVIRONMENTAL
COOPERATION

COMISIÓN PARA
LA COOPERACIÓN
AMBIENTAL

COMMISSION
DE COOPÉRATION
ENVIRONNEMENTALE

Request for Proposals

Assessment Gender and Diversity

Commission for Environmental Cooperation

2021-2022

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants to assess the status of diversity and inclusion in CEC's work program. The consultant will provide recommendations on how CEC's program activities and internal operations can be improved to achieve diverse and inclusive stakeholder engagement and public participation in alignment with the cross-cutting approach of the CEC's 2021-2025 Strategic Plan.

The CEC was established in 1994 by the governments of Canada, the United Mexican States (Mexico), and the United States of America (United States) through the North American Agreement on Environmental Cooperation, a side agreement concluded in connection with the North American Free Trade Agreement (NAFTA). As of 1 July 2020, the CEC operates in accordance with the Environmental Cooperation Agreement, which entered into force at the same time as the new trade agreement known as CUSMA, T-MEC and USMCA in each of these three countries, respectively. The CEC brings together a wide range of stakeholders, including Indigenous People, youth, nongovernmental organizations, academia, and the business sector, to seek solutions to protect North America's shared environment while supporting sustainable development for the benefit of present and future generations. Find out more at: www.cec.org.

Overview and Scope

The CEC has a broad mandate to engage with the public across Canada, Mexico and the United States and ensure visibility of the organization among key target audiences and thought leaders in the three countries. To meet this mandate, CEC's strategic and operational plans, and frameworks developed to support its efforts aim to increase community and public engagement across a breadth of environmental and climate related work. Over the years, these efforts have led to the creation of long-lasting partnerships, impactful cooperative project work, and the dissemination of science-based tools and information. To best support this work, and in recognition of the critical value of inclusion and diversity, the CEC is working on a multi-year effort to strengthen

operational goals, activities, and strategies, through increased cultural competency and education. This effort is based on two broad objectives:

1. **Objective 1:** Increase awareness and understanding of gender and diversity aspects across the organization, internally and externally.
2. **Objective 2:** Establish/develop a path forward to improve gender and diversity considerations across the organization

Terms of Reference

Description of Services

The Consultant will carry out a benchmark analysis of inclusion of gender and diversity efforts, considering best practices from other organizations (i.e., IGOs, INGOs, bureaucratic institutions, etc.). In addition, the Consultant will be asked to carry out a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis of CEC's work and practices. Following these analyses, the Consultant will be asked to design and carry out an interactive training program for CEC Secretariat staff and associated affiliates and provide recommendations on future steps.

Deliverables

The calendar of deliverables is as follows:

- Submit to the Secretariat, by **7 January 2022**, details of the proposed steps to carry out this work, including work related to the benchmark, SWOT, interviews, glossary of terms and suggested first exploratory training session (maximum 15 pages).
- Submit to the Secretariat final benchmark and SWOT analysis by **28 January 2022** (maximum 10 pages).
- Submit to the Secretariat a draft action plan, and training methodology for exploratory training session by **7 February 2022** (maximum 5 pages).
- Based on the Secretariat's feedback on training methodology (by 9 February 2022), submit final plan and methodology for exploratory training session by **14 February**.
- By **23 February 2022**, provide exploratory training with CEC staff and affiliates, based on approved methodology (duration and approach to be discussed).
- By **28 February 2022**, submit to the CEC an action plan containing recommendations, evaluation standards, areas for improvement, glossary of terms and proposed schedule and topics for training sessions, based on SWOT, baseline, and exploratory training.

Reporting Requirements

Throughout this work, the Consultant will collaborate closely with the CEC Outreach and Partnerships team and will receive direction only from the CEC Secretariat.

Quality of Deliverables

The consultant is responsible for providing reports and recommendations which align with international, Canadian, Mexican, and US law. 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 will 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.

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 an 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.

Requirements

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

The consultant, as well as all their personnel and subconsultants, must reside and be authorized to work legally in Canada, Mexico or the United States of America. If travel is required, the consultant must possess valid documentation to travel within these countries.

Proposal

The proposal should not exceed three (3) pages exclusive of applicant resume or corporate brochures. It should include a detailed cost breakdown, including number of person/days of key and other personnel, direct and indirect costs, travel costs and applicable taxes.

Potential consultants must also submit any additional information that will assist the CEC Secretariat in the evaluation of their proposal, such as samples of previous work and letters of recommendation from previous assignments. This information is not subject to the three (3) page limit.

The consultant deemed best qualified will be selected on the basis of a competitive process, in accordance with sections 2.5-2.7 of the [CEC Consultant Services Procurement Manual](#).

The CEC Secretariat intends to use its standard milestone-based contract for these services. A sample is available upon request.

The consultant will be paid in the following manner:

- Upon signature of the contract and invoice
- Upon receipt and approval of deliverables and invoices

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) 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.

The budget for this activity will not exceed C\$30,000 (thirty thousand Canadian dollars), including professional fees and expenses.

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.

Expertise

The consultant must have multidisciplinary expertise in research, communications, and public relations. This expertise should include:

- Familiarity with cultural contexts of Canada, in particular Quebec, Mexico, and the United States

- Background in research, information gathering, and intersectional analysis
- Experience working with clients with science-based outputs would be an asset
- Experience working with international and/or intergovernmental organizations would be an asset
- Experience working with/adequate knowledge of equity seeking/deserving groups, (BIPOC, 2SLGBTQ+, disabled, elderly, rural etc.)

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 will complete and sign, on behalf of all his or her personnel, the attached *Declaration of Acceptance and Impartiality and Independence* (see Annex). The Consultant will also take note of the [CEC Consultant Services Procurement Manual](#).

Deadlines for Proposal Submission and Decision

The proposal, including all relevant attachments, must be received by the CEC Secretariat offices by 17:00 ET on **7 December 2021**. Proposals submitted after this deadline will not be considered.

Proposals must be submitted via e-mail to rinfiesta@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:

Rocío de la Infiesta
 Assistant, Governmental Affairs, Strategy and Performance
 Commission for Environmental Cooperation
 Tel: 514-350-4300

The CEC Secretariat intends to select the consultant and notify the applicants within a reasonable period of time following the proposal submission deadline.

ANNEX (see also Schedule D in CEC standard contract)

**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: _____