

# **REQUEST FOR PROPOSALS**

## **Connectivity Analysis of Marine Conservation Measures in Canada, Mexico, and the United States**

for the project

### **Enhancing Co-Benefits of Marine Protected Areas**



**Commission for Environmental Cooperation**

**2022**

## I. Overview

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants to produce an analysis of different types of area-based marine conservation measures in Canada, Mexico, and the United States, and their functional contributions to socio-ecological connectivity and conservation. Specifically, the consultant would be expected to compile and analyze available information on area-based conservation measures in the three countries, and present results and facilitate a virtual workshop on components of marine protected area (MPA) networks and their functional contributions.

The Commission for Environmental Cooperation (CEC) was established in 1994 by the governments of Canada, Mexico and the United States through the North American Agreement on Environmental Cooperation, a parallel environmental agreement to NAFTA. As of 2020, the CEC is recognized and maintained by the Environmental Cooperation Agreement parallel to the new Free Trade Agreement of North America. The CEC brings together a wide range of stakeholders, including the general public, 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](http://www.cec.org).

The CEC's Council, its governing body, approved the project entitled Enhancing Co-Benefits of Marine Protected Areas as part of the Operational Plan for 2021, with the purpose of strengthening adaptive capacity, increasing seascape-level collaboration, and elevating Indigenous leadership to build a more resilient MPA network across North America. For a complete description of the project, including tasks and related budget, please visit the CEC website at: < <http://www.cec.org/enhancing-co-benefits-of-marine-protected-areas/>>.

## II. Terms of Reference

### A. Overview and Scope

One of the objectives of the *Enhancing Co-Benefits of Marine Protected Areas* project is to strengthen seascape-level conservation across marine protected areas (MPAs) by increasing socio-ecological connectivity. To inform linking and managing adaptive, connected, and representative MPA networks, more information is needed about the existing area-based marine conservation measures in Canada, Mexico, and the United States, and their functional contributions to marine conservation in the broader region, or seascape<sup>1</sup>. This objective will be met by producing an analysis of the different types of area-based conservation measures in the three countries and their functional contributions to socio-ecological connectivity and conservation.

### B. Description of Services

The consultant shall coordinate with the CEC's designated contacts to accomplish the following:

1. Compile and analyze available information on area-based conservation measures in Canada, Mexico, and the United States, including, but not limited to:

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<sup>1</sup> Seascapes can be defined as "spatially heterogeneous and dynamic spaces that can be delineated at a wide range of scales in time and space" (as defined by Simon J. Pittman in *Seascape Ecology*, 2017).

- The types of marine protected areas (MPAs), Indigenous Protected and Conserved Areas (IPCAs), community-based conservation measures, and other effective area-based conservation measures (OECMs) in each country (level of protection, legal frameworks).
- The functional contributions of different area-based conservation measures to ecological connectivity and conservation across existing or potential MPA networks. Functional contributions include contributions from different types of area-based management to conservation outcomes such as biodiversity conservation (e.g., habitat conservation, ecological connectivity, genetic diversity, protection of areas important for threatened and endangered species), carbon sequestration and storage, climate resilience, and coastal protection.
- The stakeholders involved including government, Indigenous peoples, community groups and private initiatives.
- Case studies demonstrating the functional contributions of different types of area-based conservation measures across a seascape (including ecological connectivity among, for example, marine protected areas, OECMs, and fishery management areas in a particular seascape).

2. Present results and facilitate a virtual workshop on components of MPA networks and their functional contributions.

### **Deliverables**

1. Draft and final analysis (report) of area-based conservation measures in the three countries and their functional contributions to seascape connectivity and conservation, including:
  - Programmatic and ecological linkages between different types of area-based management.
  - Opportunities for greater conservation outcomes built on a foundation of existing area-based tools.
  - Case studies highlighting examples of ecological connectivity and conservation outcomes from different types of areas-based management.
2. Final versions of materials prepared by the consultant for the virtual workshop, including all presentations and other material submitted by the presenters and participants (if applicable).

### **Meeting Arrangements**

The CEC will arrange remote conferencing services (including interpretation), including for the virtual workshop. These costs will be borne by the CEC and should not be included in the budget breakdown submitted by the consultant.

### **C. Periodic Reporting Requirements**

Throughout the project, the consultant will work in close collaboration with the CEC, the Project Steering Committee, and experts 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 CEC Secretariat will forward draft deliverables to the project's Steering Committee and other experts, for their review and comment. The CEC Secretariat will arrange teleconferences with the consultant, the CEC designated staff, and other experts on an as-needed basis. The goal of

these meetings will be to present the products and assess progress on the project. The consultant is expected to be available for these calls, at mutually agreed times.

The consultant will work in his or her own offices. The consultant will inform the CEC of any potential problems as they arise and suggest solutions and actions that could be taken to facilitate the achievement of desired results.

**Provisional timeline of expected deliverables**

<b>Date</b>	<b>Activity and deliverable</b>
3 October 2022	Detailed table of contents, including list of case studies to be included
7 November 2022	First draft of analysis (report), for review by CEC staff and Project Steering Committee
16 January 2023	Final draft of analysis (report), for review by CEC staff and Project Steering Committee. Final revised analysis (report) incorporating comments received from CEC within 4 weeks of receiving comments.
Early-mid 2023 (date TBD)	Presentation of results and facilitation of virtual workshop on components of MPA networks and their functional contributions

**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](#) when applicable 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.

**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 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 fulfil 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 their personnel and subconsultants, must have their head of office at 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.

##### **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 must possess competence, knowledge, and experience in:

- Analysis of marine conservation measures
- Different types of area-based conservation measures, including IPCAs and OECMs
- Researching and compiling information
- Working effectively and with appropriate consideration to social and cultural differences across Canada, Mexico, and the United States

The consultant must be fluent in both written and spoken English; proficiency in Spanish is an asset.

##### **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 include the following:

- A brief statement of interest and intent. This statement should be based upon and 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;

- A general work plan for carrying out this project;
- Proposed methodology;
- Suggested modifications to the Terms of Reference, and the reasons for such modifications;
- Resumes of the key personnel involved in the project;
- Detailed cost breakdown, including number of person/days of key and other personnel, direct and indirect costs, travel costs and applicable taxes;
- Description of relevant experience and any other relevant information;
- Two samples of previous work;
- Two letters of recommendation from previous assignments; and
- List of no less than three references.

**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 six (6) pages, exclusive of applicant resumes, samples of previous work or corporate brochures.

**C. Type of Contract to be Used for These Services**

The CEC Secretariat intends to use its 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.

All work within the contract must be completed by 31 May 2023.

**D. Selection Procedure**

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](#).

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:

<b>Evaluation Criteria</b>	<b>Maximum Point Rating</b>
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 the 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 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 their 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 budget for this activity is not expected to exceed C\$25,000 (twenty-five thousand 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 software to detect plagiarism (US\$50) should also be considered.

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 by milestone.

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.

### **G. 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](#).

#### **H. 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 18 August 2022**. Proposals submitted after this deadline will not be considered.

**Proposals must be submitted via e-mail to [lroy@cec.org](mailto:lroy@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:

Lauren Roy  
Project Lead  
Commission for Environmental Cooperation  
700 de la Gauchetière St. West, Suite 1620  
Montreal, QC, Canada H3B 5M2  
Tel: 514-350-4300; Fax: 514-350-4314

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 Environmental Cooperation Agreement (ECA) 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 ECA 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 ECA 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: \_\_\_\_\_