



Request for Proposals

Support for the preparation of a trilateral workshop to build the foundations of a Communities for Environmental Justice Network

Commission for Environmental Cooperation

May 2023

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants to assist the CEC in preparing a trilateral workshop to be held in Mexico in late October or November 2023. This workshop is aimed at establishing the foundations of a Communities for Environmental Justice Network, which will link local, Indigenous, and vulnerable communities in North America that are addressing or would like to address climate change and adaptation challenges, using an environmental justice framework.

The Commission for Environmental Cooperation (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 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 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.

Overview and Scope

"Environmental justice" (EJ) is a broad term used to describe a range of social movements and policy frameworks which address the heightened risk of environmental harm on marginalized communities. Seeking justice in this context implies an effort to increase and enable fair and equitable treatment throughout populations, leading to the elimination of inequities.

The CEC project Communities for Environmental Justice Network (CEJN) aims to create a network of Indigenous, local, vulnerable, disadvantaged, and/or underserved communities that have environmental justice concerns, in order to increase local capacity through the amplification and dissemination of community-based expertise, lessons learned, and guidance, in the context of climate change.

Through the Network, participating members will contribute to the facilitation of learning and knowledge exchange processes, in particular those of traditional knowledge and practices, and to the development of a virtual resource library, with the goal of strengthening the climate adaptation, mitigation and other capacity building of Indigenous, local, and vulnerable communities in Canada, Mexico and the United States.

The first step in the implementation of this new project is to identify and engage leading environmental justice (EJ) communities in North America and create new links between them. These communities will be approached to become founding members of the Network based on their experiences implementing and seeking out environmental justice equity in their cultural and local contexts to address climate change adaptation and mitigation challenges.

The CEC will then host a trilateral workshop to engage the Communities for Environmental Justice Network's founding members in identifying culturally and contextually relevant strategies and methods and informing the development of knowledge-sharing tools for addressing climate adaptation and mitigation in North America. The workshop will involve sharing stories, strategies, and lessons learned from communities in Canada, Mexico and the United States. As a result of the trilateral workshop, an Action Plan will be developed and will include the participants' recommendations on expanded membership for the network (i.e., additional communities to be included) and culturally appropriate/relevant tools for knowledge-sharing, as well as methods for their dissemination.

Terms of Reference

Description of Services

The CEC is seeking the services of a Consultant who possesses demonstrated expertise and, preferably, on-the-ground experience in applying an environmental justice lens in community settings, as well as strong experience in facilitating workshops, guiding discussions, and extracting summary reports and recommendations. The Consultant should also have a good understanding of environmental justice issues across the three North American countries.

The Consultant will undertake the following tasks:

- Assist the CEC Secretariat in designing the trilateral workshop (agenda and methodology).
- Coordinate the engagement and participation of key communities.¹
- Develop background materials and presentations for the trilateral workshop.
- Act as Facilitator during the trilateral workshop.
- Prepare meeting report, including participants' recommendations for the development of an Action Plan to support the creation of a Communities for Environmental Justice Network (see description above).

¹ Note that this only refers to outreach efforts. The CEC Meetings Services will be providing all the logistical support required to host the trilateral workshop.

Deliverables

The calendar of deliverables is as follows:

- Submit to the Secretariat details of the proposed steps to carry out this work, and the proposed methodology for the trilateral workshop, based on the information provided in this Request for Proposals and following a kick-off call with the CEC Secretariat, by 16 June 2023.
- Submit to the Secretariat an outline of the agenda, draft invitation letters, and a list of proposed background materials for the trilateral workshop, by 21 July 2023.
- Finalize draft agenda (based on Secretariat and appointed experts' comments) and provide a first draft of the supporting materials, a final invitation letter and a final list of communities to be invited to the trilateral workshop (in collaboration with the Secretariat), by 25 August 2023.
- Collaborate with the Secretariat in reaching out to invited communities to seek their participation in the trilateral workshop, and provide the Secretariat with a list of confirmed participants, by 29 September 2023.
- Share with the Secretariat a final agenda and supporting materials (including presentations) for the trilateral workshop for dissemination to participants, by 6 October 2023.
- Act as Facilitator during trilateral workshop, in Mexico, in late October or November 2023 (date tbc).
- Submit to the Secretariat a first draft of the trilateral workshop report, including participants' recommendations on expanded membership for the network (i.e., additional communities to be included) and on culturally appropriate/relevant tools for knowledge-sharing, as well as on methods for their dissemination, by 1 December 2023.
- Based on the Secretariat's feedback (by 15 December 2023), submit the final draft of the workshop report, **by 22 December 2023**.

The report shall be prepared in English.

Reporting Requirements

Throughout this work, the Consultant will collaborate closely with the contract supervisor, and will receive direction only from the CEC Secretariat. In fulfilling their contractual duties, the Consultant may be asked to participate in video meetings with the Secretariat and the project's steering committee (a trilateral group of experts appointed by the three countries).

Quality of Deliverables

The consultant is responsible for providing deliverables **of publishable quality** (i.e., copy-edited prior to submission), in English, 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 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. If 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 requirements.

The consultant, as well as all his or her 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.

The consultant must be fluent in written English and in spoken English and Spanish.

The Consultant must possess demonstrated expertise and, preferably, on-the-ground experience in applying an environmental justice lens in community settings, as well as strong experience in facilitating workshops, guiding discussions and extracting summary reports and recommendations. The Consultant should also have a good understanding of environmental justice issues across the three North American countries.

The proposal should not exceed five (5) pages, exclusive of applicant résumé or corporate brochures. It should include a detailed cost breakdown, including number of person/days of key and other personnel, direct and indirect 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 five (5) 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 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\$40,000 (Canadian dollars), including professional fees and expenses.² Reimbursable expenses are detailed in the CEC standard contract, available upon request.

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 is 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 in the currency of choice, for comparison purposes.

² These exclude travel-related expenses to attend the trilateral workshop in Mexico, which will be covered separately by the CEC.

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 government official involved in CEC work, or is related to or closely affiliated with such a person, CEC staff member or third party involved with the performance of services for the CEC.

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 EDT on 30 May 2023**. 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:

Rocio de la Infiesta
Assistant, Government Relations, 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: _____