



## **Request for Proposals**

### **Analysis of Policy Opportunities for Blue Carbon in Canada**

for the project

### **North American Blue Carbon: Next Steps in Science for Policy**

### **Commission for Environmental Cooperation**

**2015**

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants related to identifying policy opportunities (including federal policies and market-based opportunities) for applying blue carbon science and tools to better conserve and restore coastal and marine habitats, and to improve management and resiliency of coastal areas in North America. For a complete description of the project, including tasks and related budget, please visit the CEC website at: <[www.cec.org](http://www.cec.org)>.

The CEC is an intergovernmental organization created by Canada, the United States and Mexico under the North American Agreement on Environmental Cooperation (NAAEC). The CEC was established to address regional environmental concerns, help prevent potential trade and environmental conflicts, and promote the effective enforcement of environmental law. The Agreement complements the environmental provisions of the North American Free Trade Agreement (NAFTA).

## **Terms of Reference**

### **Overview and Scope**

Part of the CEC's 2015–2016 project [North American Blue Carbon: Next Steps in Science for Policy](#) entails determining the most important policy drivers/opportunities for coastal (blue) carbon ecosystem conservation and restoration in Canada and Mexico (a similar analysis has already been done for the United States).

Throughout North America, coastal/marine ecosystems play an important role in national greenhouse gas budgets, and there are large regional differences in the distribution of carbon sources and sinks. Understanding the current and projected future roles of these systems in North America, including the impacts of management and climate change, is required in order to inform sustainable management of carbon sinks in coastal/marine ecosystems. Shared information about the science, management, and policy opportunities, including federal policies and market-based opportunities, will improve management and resiliency of coastal areas in all three countries.

## Description of Services

The consultant will complete an analysis for Canada of the federal and international policy opportunities for coastal (blue) carbon integration into existing or potential policies, in order to share lessons across North America. This will include:

- 1) An analysis of:
  - existing federal laws, policies and regulations pertaining to, *inter alia*, the protection of coastlines, water and related land resource development, coastal zone management, natural resource protection; and
  - legal conservation instruments, such as protected areas, species at risk, environmental and climate change policy, ecosystem services policy, and environmental impact assessment as they might be applied to include coastal (blue) carbon.
  - Provincial policies and regulations should be considered as well, whenever possible. This analysis should include relevant case studies to illustrate how blue carbon could be considered.
- 2) An analysis of how Canada may or may not be able to include, and take advantage of, coastal (blue) carbon in its obligation to international policies and conventions, such as the United Nations Framework Convention on Climate Change (UNFCCC) and the Convention on Biological Diversity (CBD). This analysis should include relevant case studies to illustrate how blue carbon could be considered.
- 3) An analysis of how market mechanisms (such as the voluntary carbon market and other similar international markets) could be leveraged in Canada, including opportunities and challenges. This analysis should include relevant case studies to illustrate how blue carbon could be considered.

The consultant will specifically:

- 1) Prepare a report based on the analyses and case studies stated above. This will be comparable to a similar effort already completed in the United States which has paved the way for including carbon services of ecosystems in the country's priorities and efforts (see Linwood H. Pendleton et al. 2013. Considering "Coastal Carbon" in Existing U.S. Federal Statutes and Policies. *Coastal Management* 41(5): 439-456, DOI: 10.1080/08920753.2013.822294; and A.E. Sutton-Grier et al. 2014. Incorporating ecosystem services into the implementation of existing US natural resource management regulations: Operationalizing carbon sequestration and storage. *Marine Policy* 43 (January): 246–253, <<http://dx.doi.org/10.1016/j.marpol.2013.06.003>>).
- 2) Participate in a workshop of the Blue Carbon Community of Practice in spring 2017 to present the results of this study.

## Deliverables

- Report on existing Canadian national policies, international obligations and market opportunities, including case studies, where coastal (blue) carbon is or could be incorporated into the implementation of laws, regulations and policies.
- Presentation for workshop in spring 2017.

## 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 (available at: [www.cec.org/Page.asp?PageID=924&ContentID=2697&AA\\_SiteLanguageID=1](http://www.cec.org/Page.asp?PageID=924&ContentID=2697&AA_SiteLanguageID=1)). 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*, [www.cec.org/Storage.asp?StorageID=11565](http://www.cec.org/Storage.asp?StorageID=11565). 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.

Specific qualifications required:

- Excellent knowledge of Canadian federal laws, policies and regulations with regard to, *inter alia*, the protection of coastlines, water and related land resource development,

- coastal zone management, natural resource protection, species at risk, environmental policy, and environmental impact assessment.
- Excellent understanding of Canadian obligations to international policies and conventions.
- Good understanding of market mechanisms, such as the voluntary carbon market and other similar international markets.

The consultant must be fluent in both written and spoken English; proficiency in French is desirable.

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*, available at

[www.cec.org/Page.asp?PageID=122&ContentID=1239&SiteNodeID=217&BL\\_ExpandID=&AA\\_SiteLanguageID=1](http://www.cec.org/Page.asp?PageID=122&ContentID=1239&SiteNodeID=217&BL_ExpandID=&AA_SiteLanguageID=1).

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

The consultant will be paid upon receipt and approval of draft and final deliverables and corresponding 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\$15,000 (fifteen thousand Canadian dollars), exclusive of all costs associated with attending the workshop of the Blue Carbon Community of Practice. 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.

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.

## 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*, available at

[www.cec.org/Page.asp?PageID=122&ContentID=1239&SiteNodeID=217&BL\\_ExpandID=&AA\\_SiteLanguageID=1](http://www.cec.org/Page.asp?PageID=122&ContentID=1239&SiteNodeID=217&BL_ExpandID=&AA_SiteLanguageID=1).

## 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 15 January 2016**. Proposals submitted after this deadline will not be considered.

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

Karen Richardson  
Director of Programs  
Commission for Environmental Cooperation  
393, rue St-Jacques Ouest, bureau 200  
Montréal, QC, Canada H2Y 1N9  
Tel: 514-350-4300; Fax: 514-350-4314

The CEC Secretariat intends to select the consultant within five (5) working days following the proposal submission deadline. Notification of selections will be made soon thereafter.

## ANNEX

### 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: \_\_\_\_\_