



## **Request for Proposals**

### **Compilation of species-specific data on catch and fishing efforts, with emphasis on CITES-listed shark species**

#### **for the project Supporting Sustainable Trade of CITES Species**

#### **Commission for Environmental Cooperation**

**2018**

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants related to the compilation of species-specific shark data and the development of an outline of a capacity building strategy for Mexico. For a complete description of the project, including tasks and related budget, please visit the CEC website at: <http://www.cec.org/our-work/projects/supporting-sustainable-trade-cites-species>.

The CEC was established by the governments of Canada, Mexico and the United States through the North American Agreement on Environmental Cooperation, the environmental side agreement to NAFTA. An intergovernmental organization, 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](http://www.cec.org).

#### **Terms of Reference**

##### **A. Overview and Scope**

The Action Plan for North America on Sustainable Trade in Sharks developed by the CEC in 2017 (<http://www3.cec.org/islandora/en/item/11714-sustainable-trade-in-sharks-action-plan-north-america-en.pdf>) includes priority actions identified by government experts from Canada, Mexico and the United States to support the sustainable trade of sharks in North America.

During the Trilateral Priorities and Implementation Planning Workshop (Montreal, Canada, 26-28 September 2017), government experts from the three countries agreed to compile information on species-specific shark data (e.g., biological-fisheries aspects, composition of captures, the existing reporting on main ports of trade, data compilation and analysis) and recognized the need for Mexican fisheries and CITES authorities, fishing communities and other relevant stakeholders to establish a collaborative program for collecting, compiling and reporting comprehensive species-specific data on catch and fishing efforts, with emphasis on CITES-listed shark species.

##### **B. Description of Services**

The consultant shall coordinate with the CEC's designated contacts to accomplish the work described below:

1. Summarize the current CITES and national obligations and programs for data collection and reporting relevant to sharks in Mexico and the available information on CITES-listed shark

species populations; listing existing databases and describing the type of available information: species, quantity, units, type of transaction, destiny and production at a national level).

2. Develop an analysis of challenges and opportunities for data collection and data analysis, including for assessment of data-poor shark fisheries, to support preparation non-detriment findings (NDFs). In addition, include suggested actions to improve the quality of data or suggest how available data can inform CITES reports.
3. Develop an outline of a capacity building strategy for CITES-listed shark species in Mexico, including information on capacity building needs from the main fishing communities and relevant stakeholders of CITES-listed shark species in Mexico.

## **Deliverables**

1. *Compendium document* of species-specific shark data to summarize the current obligations under CITES and national legislation and programs for data collection and reporting relevant to sharks in Mexico, available information on CITES-listed shark species populations, including:
  - Reporting requirements pursuant to the United Nations Food and Agriculture Organization (FAO).
  - Applicable shark conservation and management measures pursuant to Regional Fishery Management Organizations (RFMOs), including data-reporting requirements.
  - Domestic legal framework and regulations specific to shark fisheries (including CITES-listed shark species).
  - Sources of data from Mexico's fisheries (e.g., the *Sistema de Información de Pesca y Acuicultura* (Sipesca) database from the *Comisión Nacional de Acuicultura y Pesca* (Conapesca), fishery observer reports, logbooks, catch documentation, number -and type- of shark fishing permits per zone/year, customs data on shark trade, databases kept by Mexico's Federal Attorney for Environmental Protection (*Procuraduría Federal de Protección al Ambiente*—Profepa), detection of illegal traffic of species, and considering the pertinence of consulting other mechanisms of transparency such as those of the *Instituto Nacional de Transparencia, Acceso a la Información y Protección de Datos Personales* (INAI) in Mexico, etc.).
  - Available information on status and trends of CITES-listed shark species populations, based—among others—on catch and fishing efforts (at least for the last 10 years) (held by Inapesca, Conapesca, academia, etc.).
  - Report on trade and trends of export and import permits of CITES-Listed shark species from the UN Environment World Conservation Monitoring Centre (UNEP-WCMC) and Mexico's CITES Management Authority's databases, including analysis of documentation on significant trade reviews under CITES procedures, and relevant Animals Committee's working documents on shark trade.
  - An analysis of opportunities and challenges for data collection and data analysis, including for the assessment of data-poor shark fisheries. The analysis of opportunities and challenges should be in accordance with national legislation and should support the making of NDFs.
2. *Outline of a capacity building strategy for Mexico* (at national and local/fishing grounds levels) for improving species-specific identification and reporting by the fisheries sector, including:
  - A list of main CITES-listed shark species in fishing grounds in Mexico. Main capacity building needs from the main fishing communities of CITES-listed shark species in

- Mexico and GAP analysis, including a diagram of attributions for the conservation of those species, including institutions and key actors for the management of those species.
- Strategic planning of objectives, goals and actions.
- Estimated budget.
- Estimated timeline to accomplish each action.
- Relevant stakeholders targeted by the capacity building strategy including, but not limited to, NGOs, government, academia, communities.

### C. Periodic Reporting Requirements

Throughout the project, the consultant will work in close collaboration with the CEC, the project's Steering Committee, and experts to gather information to support delivery of the work, including shark experts and CITES authorities. 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 contact.

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 teleconferences 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.

Note that all work within the contract must be completed by 17 August 2018.

6 July 2018	<i>Draft compendium document of shark specific data (as described under Deliverables section 1)</i>
27 July 2018	<i>Draft capacity building strategy for Mexico (as described under Deliverables section 2)</i>
17 August 2018	<i>Final compendium document of species-specific shark data capacity building strategy for Mexico (as described under Deliverables section 1 and 2)</i>

### Quality of Deliverables

The consultant is responsible for providing deliverables **of publishable quality** (i.e., copy-edited prior to submission) in **Spanish or 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](#) and Spanish [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.

The consultant must show:

- Expertise in fisheries science and management (specialization in elasmobranchs/sharks is desired).
- Experience in engaging in conversation with a wide set of actors.
- Knowledge on international/regional organizations and agreements, including FAO, RFMOs and CITES.
- Experience and knowledge in fisheries data collection and analysis for use in management and policy decision-making.
- Experience in international negotiation processes is desired.
- At least 10 years of proven work experience.
- Excellent communication and writing skills.
- Planning capacity and initiative on task implementation, on an independent basis.
- Excellent skills for working in multidisciplinary groups.
- Capacity to deliver the expected outcomes in these Terms of Reference.

- Skilled in the use of software and relevant technologies to prepare and deliver the expected outcomes, as well as in the development of documents and presentations.
- Submit a signed copy of Schedule D.

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 time-based contract for these services. A sample is available upon request.

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

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\$20,000.00 (twenty 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 or other approved 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.

## 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 EST on 27 April 2018**. Proposals submitted after this deadline will not be considered.

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

Georgina O’Farrill  
Project Lead: Ecosystems and Green Growth Units  
Commission for Environmental Cooperation  
393, rue St-Jacques Ouest, bureau 200  
Montreal, QC, Canada H2Y 1N9  
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 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: \_\_\_\_\_