



Request for Proposals

Coastal Impact Mitigation and Adaptation Resources Scoping Exercise

for the project

Strengthening Adaptive Capacity of Marine Protected Areas

Commission for Environmental Cooperation

2017

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants to conduct a scoping exercise (including a report and participation in a workshop), to identify key resources available on coastal impact mitigation and adaptation, key gaps and remaining priorities, based on input from managers and stakeholders from selected North American marine protected areas (MPAs). For a complete description of the project, including activities and related budget, please visit the CEC website at: www.cec.org/our-work/projects/strengthening-adaptive-capacity-marine-protected-areas.

The CEC is an intergovernmental organization that supports the cooperative environmental agenda of Canada, Mexico and the United States to green North America's economy, address climate change by promoting a low-carbon economy, and protect its environment and the health of its citizens. The CEC brings together governments, civil society, and businesses to develop innovative North American solutions to global environmental challenges.

Terms of Reference

A. Overview and Scope

The 2017–2018 project *Strengthening Adaptive Capacity of Marine Protected Areas* aims to work directly with MPA practitioners and local communities to help them adapt to changes in the coastal environment.

A main objective of the project is to develop, with input from stakeholders and experts, a coastal adaptation toolkit that is available to MPA practitioners and communities in the three North American countries. Currently, there is a body of literature on mitigation and adaptation strategies for natural resources impacted by climate change, but there is a gap in practical guidance accessible to practitioners working on coastal and marine ecosystems. Strengthening capacity for MPA adaptation planning through the toolkit will help MPA practitioners to address the local impacts of global and regional changes and promote healthier, more resilient marine ecosystems.

Although not part of the terms of reference for this consultancy, it is expected that the scoping exercise described in this request for proposals will be followed by another phase of work,

including more in-depth research, toolkit development, another workshop and toolkit trainings scheduled for 2018.

B. Description of Services

The Consultant shall coordinate with the CEC's Project Lead (or designated contacts) to conduct a scoping exercise including:

- 1) Identify, from various sources (e.g., literature, websites, publications, interviews, reports, etc.), available resources on coastal and marine impact mitigation and adaptation actions and activities applicable to North America, including a preliminary list of relevant experts and their areas of expertise (identified through the scoping work)
- 2) Preliminary gap analysis of the science and information needed to support implementation of coastal and marine adaptation actions
- 3) Remote presentation (via conference call or webinar) of scoping exercise progress to CEC Secretariat and Project Steering Committee
- 4) Scoping workshop participation, including presentation of draft scoping report summarizing key resources and preliminary gaps
- 5) Integration of feedback and input from scoping workshop into a final report, including:
 - a. updated scoping report
 - b. summary of key discussion points (e.g., scale, cost, information needed, monitoring and evaluation, etc.)
 - c. next steps
 - d. proposal of approaches for developing the toolkit, including engagement with Indigenous and local communities
 - e. remaining priority topics, based on input from selected MPAs

Deliverables

- 1) Remote presentation of scoping exercise progress
- 2) Draft scoping report
- 3) Scoping workshop participation, including presentation of draft scoping report
- 4) Final report (approximately 10 pp., excluding appendices)

The Consultant will carry out the work described from contract signature to 16 February 2018.

C. Periodic Reporting Requirements

Early November 2017 (date TBC)	Remote presentation of scoping exercise progress
30 November 2017	Draft scoping report
15 December 2017	PowerPoint presentation and other supporting scoping workshop materials, as relevant
16 February 2018	Final report integrating scoping workshop comments and feedback

Throughout the project, the consultant will work in close collaboration with the CEC Secretariat, the Project Steering Committee, and experts to gather information to support delivery of the work, including experts in coastal and marine impact mitigation and adaptation and selected MPA managers in each North American country. 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 Project Lead (or designate).

The CEC Secretariat will forward draft deliverables to the Project Steering Committee and other experts, for their review and comment. The CEC Secretariat will arrange a conference call or webinar with the consultant, the CEC Unit Head, and Project Steering Committee so the Consultant can present progress on the scoping exercise. The CEC Secretariat will also arrange the Scoping workshop. The goal of the workshop will be to gather feedback from participants on the draft scoping report and input for the final report.

The consultant will work in his or her own offices and at the scoping workshop (tentatively scheduled for late January 2018 on the North American Pacific Coast—exact date and location to be confirmed). The consultant's participation in the scoping workshop is mandatory. The CEC will cover all travel costs related to the consultant's participation in the scoping workshop.

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](#). 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 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 have:

- An advanced degree in geography, biology, environmental sciences or closely related discipline
- Extensive knowledge in coastal and marine ecosystems and climate change
- Experience in marine protected area habitat resilience and adaptation planning
- Ability to communicate effectively in written and spoken English (proficiency in Spanish is desirable)
- Demonstrated ability to produce reports and make presentations

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 of draft scoping report and invoice
- Upon receipt of final report 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 (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 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 EDT on 10 October 2017**. Proposals submitted after this deadline will not be considered.

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

Sarah Heiberg
Ecosystems, Project Lead
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: _____