

# **REQUEST FOR PROPOSALS**

## **Action Plans to Promote Sustainable Trade of CITES Appendix II Priority Species in North America**

For the Project

## **Strengthening Conservation and Sustainable Production of Selected CITES Appendix II species in North America**



**Commission for Environmental Cooperation**

**2016**

## I. Overview

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants related to promoting legal, sustainable and traceable trade in selected North American species of regional importance that are listed in Appendix II of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). Specifically, the consultant would be expected to do the following:

- 1) As a first step, the consultant will develop a comprehensive analysis report covering the value- and production chains and legal and trade status for five species' groups from CITES' Appendix II.
- 2) The second step will be to develop an action plan for each group, based on the comprehensive analysis and relevant stakeholder input.

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).

The CEC's Council, its governing body, approved the project, entitled *Strengthening conservation and sustainable production of selected CITES Appendix II species in North America*, as part of the Operational Plan for 2015–2016, with the purpose of promoting legal, sustainable and traceable trade in selected North American species of regional importance that are listed in CITES' Appendix II. 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)>.

### A. Overview and Scope

CITES' Appendix II includes species that are likely to become threatened with extinction, unless trade is closely controlled. International trade in Appendix II species is controlled by a licensing system that CITES Authorities in each country manage, based on evaluation of how trade affects their status. CITES Authorities in Canada, Mexico and the United States (US) include: Environment and Climate Change Canada, *Secretaría de Medio Ambiente y Recursos Naturales* (Semarnat), *Comisión Nacional para el Conocimiento y Uso de la Biodiversidad* (Conabio), *Procuraduría Federal de Protección al Ambiente* (Profepa), the US Fish and Wildlife Service (USFWS), and the US Department of Agriculture (USDA).

In a previous phase of this project, the North American CITES Authorities have selected five Appendix II species' groups of regional importance. They are: timber (certain cacti and tropical hardwoods), sharks, turtles and tortoises, tarantulas, and parrots. Annex 1 of this document identifies each species. This project aims to strengthen collaboration among North American CITES Authorities by gathering information on the status of the priority species of regional interest identified in Annex 1 and identifying opportunities for their improved sustainable management and trade that can be implemented by governments and other relevant stakeholders.

The consultant will first develop a comprehensive analysis report covering the five species' groups and including recommendations to promote legal, sustainable and traceable trade for those groups. The consultant will then refine those recommendations and develop an action plan

for each species' group. The draft action plans will be presented to relevant experts and private and public sector stakeholders at a CEC North American workshop to be held in winter 2017. The action plans will be finalized by the consultant and reviewed by the CEC and the CITES Authorities and published on the CEC website.

## **B. Description of Services**

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

### **I. Develop a comprehensive report on selected species**

- a) Provide the methodology to carry out a comprehensive analysis for each group of species described in Annex 1, which should include the elements listed just below in items I(b-e). A draft report containing a review of trade data, biological status and other information for each priority species will be provided to the consultant at the start of the contract. The methodology proposed by the consultant will be reviewed and revised based on input from the CEC and the North American CITES Authorities.
- b) Compile detailed data on the species and characteristics of their value and production chains; existing, applicable regulations and requirements of the three North American countries (including CITES Authorities' needs in the process for complying with [Resolution Conf. 16.7 on Non-detriment Findings](#) and compliance with Art. IV of the Convention) and [Resolution Conf. 16.6 on CITES and Livelihoods](#)); sustainable-use principles and approaches; traceability schemes; and relevant stakeholders.
- c) Identify areas of opportunity and propose effective actions, management indicators, and other recommendations to promote legal, sustainable and traceable trade of the concerned species. This will take into account input and ideas from stakeholders and experts, which will be gathered via interviews.
- d) Where applicable, include information derived from sources of traditional ecological knowledge.
- e) Deliverable: Submit comprehensive report and proposed actions (draft 1).

### **II. Update report based on consultations with CITES Authorities**

- a) Participate in a meeting with the CEC and CITES Authorities to present the draft comprehensive report and proposed actions (draft 1) and gather comments from participants. The meeting will be held in August 2016 in Ottawa, Canada.
- b) Prepare summary notes of comments and suggested path forward discussed at the meeting.
- c) Revise draft 1 report based on comments received at the meeting.
- d) Deliverables: Submit comprehensive report and proposed actions (draft 2) and meeting summary notes.

### **III. Develop action plans**

- a) Develop and submit an outline of the action plans.
- b) Develop an action plan for each group of species, using the proposed actions from report draft 2 (item II.d above). The consultant will integrate the comprehensive analysis of each species' group to their respective action plan.
- c) Deliverables: Submit outline and draft action plans (draft 1).
- d) Revise the action plans based on comments received by the CEC and CITES Authorities.
- e) Deliverables: Submit draft action plans (draft 2).

#### **IV. Gather feedback at stakeholder workshop**

- a) Present action plans (draft 2), facilitate discussions, and gather feedback from participants at a workshop organized by the CEC, to be held in January or February 2017 (location to be determined).
- b) Prepare summary notes of comments discussed at the workshop.
- c) Incorporate stakeholder feedback into draft action plans (draft 3).
- d) Deliverables: Submit draft action plans (draft 3) and workshop summary notes.

#### **V. Finalize action plans**

- a) Upon review of the action plans by the CEC and CITES' Authorities, finalize the action plans based on comments received.
- b) Deliverables: Submit final action plans.

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

Throughout the project, the consultant will work in close collaboration with the CEC, the project's Steering Committee, North American CITES Authorities 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 Program Manager (or designee). The CEC will schedule periodic calls with the consultant to receive an update status of the work.

Deliverables for the project are:

Submitted by	Deliverable
29 July 2016	Comprehensive report and proposed actions (draft 1)
15 Sept 2016	Comprehensive report and proposed actions (draft 2) and meeting summary notes
30 Sept 2016	Action plan outline
15 Nov 2016	Action plans (draft 1)
16 Dec 2016	Action plans (draft 2)
28 Feb 2017	Action plans (draft 3) and workshop summary notes
31 March 2017	Action plans (final)

The consultant will work in his or her own offices and is expected to attend two meetings, as described in Section II.B above, Description of Services. All travel costs associated with these meetings are to be included in the proposal's detailed cost breakdown.

#### **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* 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: <<http://www.cec.org/about-us/opportunities/useful-documents>>). 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*, <<http://www.cec.org/about-us/opportunities/useful-documents>>. 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.

# **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 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.

### **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 have:

- An advanced degree in a related discipline;
- Strong CITES background, including knowledge of, and experience with, trade, conservation and sustainable use of Appendix II species in a North American context;
- Ability to communicate effectively in written and spoken English and Spanish;
- Demonstrated ability to produce reports and publications on related topics.

### **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 to attend the two meetings described in Section II.B. Description of Services, 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 ten (10) 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 30 June 2017.

### 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*, available at <<http://www.cec.org/about-us/opportunities/useful-documents>>.

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:

Evaluation Criteria	Maximum Point Rating
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. 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 will not exceed C\$160,000 (one hundred sixty 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 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 according to the following schedule:

Deliverables	Submitted by
Comprehensive report and proposed actions (draft 1)	29 July 2016
Comprehensive report and proposed actions (draft 2) and meeting summary notes	15 Sept 2016
Action plans (draft 2)	16 Dec 2016
Action plans (draft 3) and workshop summary notes	28 Feb 2017
Action plans (final)	31 March 2017

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. Financial and Other Confidential Information

For this proposal, the CEC Secretariat will not require the submission of any confidential information nor will the CEC Secretariat require information regarding insurance, bonding financial status, or company ownership.

## H. 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 II). The Consultant will also take note of the *CEC Consultant Services Procurement Manual*, available at <<http://www.cec.org/about-us/opportunities/useful-documents>>.

## I. 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 13 May 2016**. Proposals submitted after this deadline will not be considered.

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

David Donaldson  
Program Manager, Green Growth  
Commission for Environmental Cooperation  
393, rue St-Jacques Ouest, bureau 200  
Montreal, QC, Canada H2Y 1N9  
Tel: 514-350-4337; 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 I: High-Priority CITES Appendix II Species

### Timber

1. *Carnegiea gigantea*
2. *Opuntia* spp.
3. *Dalbergia granadillo*
4. *Dalbergia retusa*
5. *Dalbergia stevensonii*
6. *Swietenia humilis*
7. *Swietenia macrophylla*
8. *Swietenia mahagoni*

### Tarantulas

9. *Aphonopelma albiceps*
10. *Aphonopelma pallidum*
11. *Brachypelma annitha*
12. *Brachypelma auratum*
13. *Brachypelma aureoceph*
14. *Brachypelma baumgarteni*
15. *Brachypelma boehmei*
16. *Brachypelma emilia*
17. *Brachypelma epicureanum*
18. *Brachypelma hamorii*
19. *Brachypelma kahlenbergi*
20. *Brachypelma klaasi*
21. *Brachypelma ruhnai*
22. *Brachypelma schroederi*
23. *Brachypelma smithi*
24. *Brachypelma vagans*
25. *Brachypelma verdezi*

### Sharks

26. *Carcharhinus longimanus*
27. *Sphyrna lewini*
28. *Sphyrna mokarran*
29. *Sphyrna zygaena*
30. *Carcharodon carcharias*
31. *Cetorhinus maximus*
32. *Lamna nasus*
33. *Rhincodon typus*

### Tortoises and Turtles

34. *Clemmys guttata*
35. *Dermatemys mawii*
36. *Emydoidea blandingii*
37. *Glyptemys insculpta*
38. *Gopherus agassizii*

39. *Gopherus berlandieri*
40. *Gopherus morafkai*
41. *Gopherus polyphemus*
42. *Malaclemys terrapin*
43. *Terrapene carolina*
44. *Terrapene nelsoni*
45. *Terrapene ornata*

### Parrots

46. *Amazona albifrons*
47. *Amazona autumnalis*
48. *Amazona xantholara*
49. *Aratinga canicularis*
50. *Aratinga holochlora*
51. *Aratinga strenua*
52. *Bolborhynchus lineola*
53. *Brotogeris jugularis*
54. *Forpus cyanopygius*
55. *Pionopsitta haematotis*
56. *Pionus senilis*

## ANNEX II

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