

REQUEST FOR PROPOSALS

North American Marine Protected Area Rapid Vulnerability Assessment Tool Development

for the project

Marine Protected Areas: Strengthening Management Effectiveness and Supporting Coastal Community Resilience



Commission for Environmental Cooperation

2016

I. Overview

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants related to the development of a rapid vulnerability assessment tool (based on existing Mexican and US material) to be applied at selected marine protected area (MPA) sites across the Pacific coast seascape in North America and potentially applicable at MPAs elsewhere in North America. Specifically, the consultant is expected to: gather existing information (to avoid duplicating efforts and to maximize tool usefulness); develop the tool, including a user guide; incorporate CEC and MPA manager feedback; train MPA staff; facilitate tool application and analysis at pilot MPA sites; compare vulnerability assessment results from pilot MPAs; and participate in a workshop to identify commonalities and address vulnerabilities across the Pacific coast seascape.

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 *Marine Protected Areas: Strengthening Management Effectiveness and Supporting Coastal Community Resilience* as part of the Operational Plan for 2015–2016, with the purpose of improving the management of MPAs and the resilience of their associated communities in a context of climate change.

For a complete description of the project, including tasks and related budget, please visit the CEC website at: <www.cec.org/our-work/projects/marine-protected-areas-strengthening-management-effectiveness-and-supporting-coastal-community-resilience>.

II. Terms of Reference

A. Overview and Scope

This project develops a North American approach to MPA management effectiveness and coastal community resilience, building on existing efforts within the three countries and taking into account climate and other related pressures and their impacts on species, ecosystems, and people. Through the development of Marine Park Partnerships along North America's Pacific Coast, MPA managers and coastal communities will work together to tackle threats affecting shared resources and ecosystems.

A user-friendly, rapid vulnerability assessment tool, based on marine indicators and considering resilience principles,¹ will be developed through this consultancy specifically for use in marine and coastal areas (including MPAs) within a climate change context. With the support of the consultant, MPA managers will use the rapid vulnerability assessment tool on important habitats (including, where relevant, blue carbon habitats) at selected sites. The tool will be designed so

¹ See, for example:

www.stockholmresilience.org/download/18.10119fc11455d3c557d6928/1398150799790/SRC+Applying+Resilience+final.pdf

that the assessment and analysis of results take no more than two days each to complete (and thus is *rapid* in that sense). The purpose of applying the tool is to gather comparable data on impacts and stressors as well as on adaptive capacities in order to identify actions to address vulnerability at the sites and at the seascape scale.

B. Description of Services

The consultant shall coordinate with the CEC's Ecosystems and Sustainable Communities Program Manager (or designated contacts) to accomplish the following:

1. Review rapid vulnerability assessment tools in the literature for North American coastal and marine areas including, but not limited to:
 - a. [Climate Change Vulnerability Assessment for the North-central California Coast and Ocean](#)
 - b. [Herramienta para el diagnóstico rápido de vulnerabilidad al cambio climático en áreas naturales protegidas](#), Mexico's quick diagnosis tool for vulnerability to climate change in protected natural areas (translation provided by the CEC as needed)
2. Develop a rapid vulnerability assessment tool for key North American coastal and marine habitats, including:
 - a. Worksheet
 - i. Identify needed inputs to apply the tool (e.g., climate and biological information, socio-economic index, etc.)
 - ii. At a minimum, address:
 - Habitat exposure (e.g., types of changes and degree to which habitat is affected by changes)
 - Habitat sensitivity (e.g., to climatic change, disturbance, non-climate stressors, etc.)
 - Current and future risk factors (e.g., institutional, socioeconomic, ecological, etc.)
 - Adaptive capacity of the habitat (e.g., extent, continuity, resistance/recovery, diversity, management, etc.)
 - b. User guide with complementary information and considerations for completing the rapid vulnerability assessment (approximately 5,000 words), including:
 - Definition of key terms
 - Introduction (context, purpose and scope of the tool)
 - Information and considerations for completing each section of the tool (e.g., benefits of assembling MPA stakeholders when applying the tool to enhance local awareness and ownership of results, and facilitate implementation of recommendations)
 - Links and references to additional resources for each section
 - Guidelines for analyzing assessment results (at maximum, a 1-2 day process)
 - Recommendations and considerations to identify actions that address vulnerability at the sites once the assessment is complete
3. Train staff at pilot MPA sites and other designated experts to use the tool (webinar at a date set in consultation with the CEC, during fall 2016) and, by working onsite with managers at a maximum of six pilot MPA sites along North America's Pacific Coast, facilitate the application of the tool to selected habitats and the analysis of results (CEC will cover the cost of a workshop at each site).

4. Prepare a summary report of vulnerability assessment results and analyses from pilot MPAs to be presented at an early (January or February) 2017 workshop for pilot MPAs that will identify commonalities and address vulnerabilities. (The consultant will participate in the workshop, with all expenses covered by the CEC, which will likely take place at a location on the West Coast of North America).

Deliverables

1. North American MPA rapid vulnerability assessment tool, including a worksheet and user guide, both drafted in non-technical, plain language.
2. Training session for pilot MPA staff and other designated experts (webinar)
3. Onsite facilitation of tool application and analysis of results at pilot MPA sites (maximum six MPA sites along North America's Pacific Coast)
4. Summary report (format to be agreed upon with CEC) comparing vulnerability assessment results and analyses from pilot MPAs, and participation in an early 2017 workshop (consultant participation expenses covered by the CEC)

The Consultant will carry out the work described from 25 April 2016 to 31 March 2017.

C. Periodic Reporting Requirements

15 June 2016	Progress report, including draft partial worksheet and user guide, any issues with completing the deliverables as planned, and proposed solutions for resolving issues
29 July 2016	Final tool, including worksheet and user guide, that integrates CEC feedback on first draft
31 August 2016	Progress report, including MPA staff webinar training module
15 December 2016	Progress report, including results from the webinar training session and plan for applying the tool onsite and analyzing its results at pilot MPA sites
31 March 2017	Final report, including: <ul style="list-style-type: none"> • summary of tool application and results analysis activities at pilot MPAs • final tool (i.e., worksheet and user guide) updated as needed to resolve any issues experienced when applying the tool at pilot sites • summary report comparing vulnerability assessment results and analyses from pilot MPAs • recommendations for future tool application

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 experts in vulnerability assessments and 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 Program Manager (or designate).

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 Program Manager, 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 will work in his or her own offices and onsite at the selected MPAs.

D. Quality of Deliverables

The consultant is responsible for providing deliverables of **publishable quality** (i.e., copy-edited prior to submission) in English or Spanish 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 or Spanish style guides (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 fulfil 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 geography, biology, environmental sciences or closely related discipline
- Specialization in coastal and marine ecosystems and climate change
- Experience in marine protected area habitat resilience and adaptation planning
- Experience in conducting vulnerability assessments, evaluations and surveys
- Ability to communicate effectively in written and spoken English or Spanish (for English-speakers, proficiency in Spanish is desirable; for Spanish-speakers, proficiency in English is desirable)
- Demonstrated ability to produce reports and publications

Applied tool development and training experience would be an asset.

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, if applicable, 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 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
- References must be presented upon request.

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 six (6) 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 standard 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 31 March 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

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.

Proposals in response to this request will be evaluated by the CEC Program Manager and designated technical reviewers, who will form an Evaluation Committee. Each member of the Evaluation Committee will receive a copy of the proposals and will be asked to rate each proposal using the evaluation criteria and its maximum point ratings given above.

The CEC Program Manager will arrange for a conference call/meeting among the members of the Evaluation Committee to discuss the ratings, arrive at final scores, and, subsequently, a ranking of all proposals. 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 is expected to range between C\$45,000 and C\$50,000 (forty-five to fifty 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 in the following manner:

- Upon signature of the contract and invoice
- Upon receipt of final tool, including worksheet and user guide, that integrates CEC feedback on first draft and invoice
- Upon receipt of progress report including results from the webinar training session and plan for onsite facilitation of tool application and analysis at pilot MPA sites 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.

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). 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 20 April 2016**. Proposals submitted after this deadline will not be considered.

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

Lucie Robidoux
Program Manager, Ecosystems and Sustainable Communities
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 within a reasonable amount of time 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: _____