



Request for Proposals
Long-term Impact Assessment
of the
Sound Management of Hazardous Waste Work

Undertaken by the
Commission for Environmental Cooperation

2018

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants to assess the long-term impact of almost 20 years of CEC work on sound management of hazardous waste and materials (1995-2014).

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>.

The CEC's extensive work on hazardous waste management included training and consolidating information sharing among customs agencies regarding the illegal trade in environmentally regulated materials, including hazardous waste, electronic waste, and ozone-depleting substances; creating a series of comprehensive documents detailing the laws, regulations, trade patterns and enforcement experiences applicable to particular sectors; as well as developing technical guidelines and compiling best practices for the environmentally sound management of selected end-of-life vehicle batteries, including spent lead-acid batteries.

To access information on recent CEC hazardous waste work please visit the CEC website at: <http://www.cec.org/our-work/projects/environmentally-sound-management-selected-end-life-vehicle-batteries-including-spent-lead-acid-batteries-slabs-north-america>, and <http://www.cec.org/our-work/projects/enhancing-environmental-law-enforcement-north-america>. Training tools on hazardous waste management and ozone-depleting substances can be accessed at <http://www.cec.org/tools-and-resources>. Information on past CEC work on this topic will be provided by the CEC Secretariat during this assessment work.

Terms of Reference

Description of Services

The Consultant will prepare an assessment report which will consider the objectives of the different CEC projects on hazardous waste management, their rationale, their implementation over time, and results accomplished. The assessment will give due consideration to the main activities carried out over the 20-year period, periodic topics covered, performance measures (when available), and results. It will also look at broader questions such as governance, public

participation, partnerships, and capacity building. The conclusion should reflect whether this initiative, over almost 20 years (1995-2014), has yielded the expected environmental benefits.

Specific questions that could be addressed include:

- Did the initiative address the environmental objectives stated in Council decisions and the activities and tasks specified in the CEC Operational Plan over this period?
- Did the initiative reach its intended beneficiaries/audience and, if so, how did they use the information produced? (based on feed-back from beneficiaries)
- What have been the successes and challenges during the implementation of the projects?
- What could have been done to make the work more effective? (possible better approaches, lessons learned)
- Did the work leverage other resources, and how? (i.e., did it establish partnerships and successfully work with partners?)
- Is there evidence of the CEC hazardous waste management work serving as a model for other similar efforts? Have the beneficiaries (including government experts involved in the implementation) replicated similar projects at the national or international level?

The report will draw on the perspectives of, and reflect input from selected past and current staff of the CEC Secretariat involved in the work, selected officials from Canada, Mexico and the United States, and other project partners or stakeholders. These contacts and interviewees will be selected in collaboration with the contract supervisor.

In preparing the assessment, the Consultant will also take into account all relevant CEC reports, documents and communications associated with the development and implementation of the initiative, as well as media reports collected by the CEC Secretariat communications unit.

Deliverables

The calendar of deliverables is as follows:

- Submit to the Secretariat details of the proposed steps to carry out this assessment, based on the information provided in this Request for Proposals, by 1 September 2018.
- Submit to the Secretariat an outline of the report and an interview guide, by 15 September 2018.
- Develop list of interviewees in collaboration with the Secretariat, by 21 September 2018.
- Submit to the Secretariat a partial draft of the report, by 31 October 2018.
- Submit to the Secretariat a first draft of the report, by 23 November 2018.
- Submit the final draft of the report, by 15 December 2018.

The report shall not exceed 30 pages and be prepared in English. The final report, integrating all comments received from the Secretariat, shall be submitted to the Secretariat by 31 December 2018.

Reporting Requirements

Throughout this work, the Consultant will collaborate closely with the contract supervisor, and will receive direction only from the CEC Secretariat.

Quality of Deliverables

The consultant is responsible for providing deliverables **of publishable quality** (i.e., copy-edited prior to submission) in English, 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 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 be fluent in both written and spoken English; proficiency in Spanish 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](#).

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 and approval of deliverables and 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\$10,000 (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 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 14 August 2018**. Proposals submitted after this deadline will not be considered.

Proposals must be submitted via e-mail to ndaoust@cec.org with a copy to mvulpescu@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:

Nathalie Daoust
Council Liaison and Organizational Performance Officer
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: _____