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REQUEST FOR PROPOSALS

Support the Development of a Business Continuity Plan for the CEC

**Commission for Environmental Cooperation (CEC)
2025**

I. Overview

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants to support the development of a Business Continuity Plan for the organization to ensure it is prepared to face any disruption in its operations either caused by natural hazard or a system failure.

The Commission for Environmental Cooperation (CEC) was established in 1994 by the governments of Canada, Mexico and the United States through the North American Agreement on Environmental Cooperation, a parallel environmental agreement to NAFTA. As of 2020, the CEC is recognized and maintained by the Environmental Cooperation Agreement parallel to the new Free Trade Agreement of North America. The CEC brings together a wide range of stakeholders, including the general public, Indigenous People, youth, nongovernmental organizations, academia, and the business sector, to seek solutions to protect North America's shared environment while supporting sustainable development for the benefit of present and future generations. Find out more at: www.cec.org.

The CEC is governed and funded equally by the Government of Canada through Environment and Climate Change Canada, the Government of the United States of Mexico through the Secretaría de Medio Ambiente y Recursos Naturales, and the Government of the United States of America through the Environmental Protection Agency.

The CEC is supported by a Secretariat which has its offices in Montreal where it houses less than 50 employees (most working remotely 2-3 days/week). The role of the CEC Secretariat is to provide technical, administrative and operational support to the Council (and to committees and groups established by the Council). All administrative functions, including IT and accounting services are provided in-house. The CEC IT services are delivered through a mix of on-premises hosted applications and cloud services. Most of the software used is off-the-shelf with the exception of an in-house developed ERP system.

II. Terms of Reference

A. Overview and Scope

The Business Continuity Plan is intended to ensure that the organization is resilient to disruptions and that a detailed plan is in place to ensure management and critical staff know what to do to ensure CEC operations can continue in the face of adverse circumstances.

The Business Continuity Plan needs to be tailored to the nature of the CEC and its circumstances. In order to develop the Business Continuity Plan, it is critical to undertake the following:

- A business impact analysis (operational, financial, legal, reputational);
- A risk and threat assessment;
- Strategies to address disruptions; and
- Recommendations on changes required to the current systems and infrastructures to limit risks.

B. Description of Services

The consultant will undertake the analyses above to support the development of a CEC Business Continuity Plan that includes strategies and recommendations as described in Section A. To accomplish the deliverables, the consultant will hold discussions and coordinate with a CEC Secretariat team comprised of four representatives from the IT, Human Resources, Accounting and Legal units.

Deliverables

The calendar of deliverables is as follows:

- Submit to the Secretariat details of the proposed steps to carry out the report and analyses to support the development of a CEC Business Continuity Plan, based on the information provided in this Request for Proposals, by 23 May 2025.
- Submit to the Secretariat an outline of the report, including but not limited to, the elements described in Section A, by 6 June 2025.
- Submit to the Secretariat a first draft of the report, by 20 June 2025.
- Develop and deliver a presentation for the CEC's management (team of Directors) providing an overview of the Business Continuity Plan, including strategies and recommendations, by 27 June 2025.
- Submit the final report, by 15 July 2025.

All work is envisioned to be completed **by 15 July 2025**.

The consultant will work in their own offices.

C. Quality of Deliverables

The consultant will be responsible for providing deliverables in good quality English.

Upon delivery by the consultant of reports or other materials under the project, the CEC will require a 5-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 specified above.

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 to Canada.

2. Key Personnel

For the purposes of this RFP, the term "consultant" may refer to either a group, a company, or a single individual.

If a proposal is submitted by a group 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 be qualified, competent and experienced in the subject area and must have relevant experience and expertise in developing Business Continuity Plans.

4. Proposal Submission

The proposal should not exceed three (3) pages, exclusive of the applicant's 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.

Prospective consultants should refer to the **Terms of Reference (Section II)** of this document for more detailed information on the scope of work 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, if applicable.

Proposals must be organized as indicated below and include the following information:

1. Knowledge and Understanding of Work

- Provide brief background information relevant to this project that will 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.

2. Work Plan and Schedule

- Provide a general work plan and schedule, as well as the proposed methodology for carrying out this project. The bidder must submit a work plan that demonstrates they can meet the requirements and timelines outlined in the Description of Services. The work plan must include:
 - An overview and understanding of project requirements.
 - Breakdown of each project task; resources (human, financial, technical, or organizational support) available to help accomplish the results, and scheduling; a detailed description of timing and task allocation for each team member.
 - The bidder's approach and a detailed description of the methodology, providing clear and logical explanation of data gathering and analysis.

3. Organization, Qualifications and Experience of Project Team

- Identify organization of Project Team, including project manager and country team leads for Canada, Mexico and the United States where relevant;
 - Provide a summary of qualifications and experience for each team member (including alternates) and any other relevant information (e.g., language proficiencies).
- 4. Allocation of Time (Hours) and Costs by Task and Team Member**
- For each member of the project team, provide a detailed breakdown of assigned tasks, hours worked, and labor costs;
 - Identify any other direct and indirect costs, including travel costs if applicable (include estimate for in person meetings taking place at any of the three countries) and applicable taxes;
 - Clearly identify total hours worked under and the total cost (including taxes) of this project.
- 5. Added Value Within Identified Budget**
- Identify any additional tasks or activities not specified within the terms of reference but that will be undertaken by the contractor at no additional cost.

Annexes D.1 and D.2: Declaration of Acceptance and Impartiality and Independence for Contract

A copy of the completed and signed CEC form must be provided. Annex D.1 is used when the consulting entity is an individual and Annex D.2 is used when the consulting entity is an institution or company.

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 three (3) 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.

All work within the contract must be completed **by 15 July 2025**.

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](#).

Proposals that the CEC Secretariat determines to be complete will be evaluated by the CEC Secretariat according to the following criteria.

Evaluation Criteria	Maximum Point Rating
Understanding of project requirements	20
Suitability of the proposed approach and work plan	30
Consultant's experience and qualifications and competency of key personnel (as described in Section III, points 3 and 4)	40
Adequacy of budget	10

	<i>Total</i>	100
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A minimum score of 80 will be required for the prospective consultant's proposal to be eligible for further consideration.

Proposals in response to this request will be evaluated by the CEC designated staff and 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 designated staff 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. The strengths and weaknesses of each proposal, in terms of the evaluation criteria, will be noted and summarized. 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 maximum budget for this activity is C\$30,000.00 (Canadian dollars), including professional fees and expenses. Any reimbursable expenses would be detailed in the CEC standard contract, available upon request.

If the proposal was 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 in the proposal, the consultant should indicate the total cost in Canadian dollars as well as the currency of choice, for comparison purposes, detailing the exchange rate used.

F. Basis of Payment

The consultant will be paid according to the table of activities, subtasks, and outcomes in the "Description of Services" and "Estimated level of resources required" sections above.

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.

I. Deadlines for Proposal Submission and Decision

The proposal, including all relevant attachments, must be received by the CEC Secretariat by **23:59 PM EST on 13 May 2025**. Proposals submitted after this deadline will not be considered.

Proposals must be submitted via e-mail to canghel@cec.org, Information Technology Manager.

Proposal format must be in Adobe PDF format.

The CEC Secretariat intends to select the consultant and notify the applicants by 16 May 2025.



Annex D.1 - SCHEDULE D (Individuals)

DECLARATION OF ACCEPTANCE, IMPARTIALITY AND INDEPENDENCE FOR CONTRACT

I, the undersigned,

Last Name: _____ First Name: _____

ACCEPTANCE

☐

hereby declare that I accept to serve as a 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 Environmental Cooperation Agreement (ECA) 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 ECA 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 ECA 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: _____



Annex D.2 - SCHEDULE D (Companies or Institutions)

CONSULTANT'S DECLARATION OF ACCEPTANCE AND IMPARTIALITY AND INDEPENDENCE FOR CONTRACT

I, the undersigned,

Last Name: _____ **First Name:** _____, acting as the legal representative of _____

ACCEPTANCE

☐

hereby declare that _____ accepts to serve as a 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 Environmental Cooperation Agreement (ECA) 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.)

☐

_____ is impartial and independent with respect to the ECA 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 _____ impartiality or independence, and that may constitute a conflict of interest.

OR

☐

_____ is impartial and independent with respect to the ECA Parties and their CEC representatives, Secretariat staff, and/or third parties involved in the performance of this contract, and intends 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 _____ 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, _____ may set out measures it intends 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: _____