Request for Proposals

Long-Term Impact Assessment of CEC's work on Conservation of Migratory Birds (2015–2019)

Commission for Environmental Cooperation

2024

The Commission for Environmental Cooperation (CEC) is requesting proposals from prospective consultants to undertake the long-term impact assessment of two projects related to the conservation of migratory birds.

The CEC was established in 1994 by the governments of Canada, the United Mexican States (Mexico), and the United States of America (United States) through the North American Agreement on Environmental Cooperation, a side agreement concluded in connection with the North American Free Trade Agreement (NAFTA). As of 2020, the CEC operates in accordance with the Environmental Cooperation Agreement, which entered into force at the same time as the trade agreement known as CUSMA, T-MEC and USMCA in each of these three countries, respectively. 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.

In 2015-2016, the CEC implemented a project titled <u>Arctic Migratory Birds Initiative (AMBI)—the Americas' Flyway Action Plan</u> to improve conservation outcomes for at-risk shorebirds by informing, engaging and connecting communities in Canada, Mexico and the United States at key sites that share responsibility for their well-being.

This project was a component of the Arctic Council-led Arctic Migratory Birds Initiative (AMBI), whose initial work plan focused on the conservation of two shorebird species: the Semipalmated Sandpiper (*Calidris pusilla*) and the Red Knot (*Calidris canutus*; *rufa* and *roselaari* subspecies). It aimed to support community efforts at the most important migratory stopover sites along the Altlantic and Pacific flyways for those two broad-ranging species that have been identified as key biodiversity indicators for other co-occurring species.

Building on the work carried out in 2015-2017, the CEC implemented a project titled <u>Conserving Shorebirds through Community Engagement</u> in 2017-2019. The goal of this project (which can be thought of as Phase II of the 2015-2017 project) was to help provide effective conservation at each site by implementing the actions that were identified for each site, using Traditional and Local Ecological Knowledge to augment conservation actions of priority species throughout their annual cycle, and capture best practices for selected actions. It also aimed to monitor the effectiveness of selected actions and provide an analysis of the economic incentives and key considerations of ecotourism.

Terms of Reference

Following the completion of these projects, an assessment of their long-term impact is feasible and desirable in order to critically evaluate programmatic successes and identify areas for improvement.

This long-term impact assessment will assess how the actions implemented through the projects have strengthened migratory shorebird conservation, at migratory stopover sites and throughout the western hemisphere shorebird knowledge-action network.

To achieve this, the impact assessment of these two projects will include the following:

- Assess how conservation actions were implemented and their success in achieving expected goals.
- Assess whether shorebird conservation actions were informed by new data.
- Understand how information is being shared across linked sites along the Atlantic and Pacific flyways.
- Assess whether community-based outreach activities, research projects and ecotourism development options were identified, shared and implemented through cross-site collaboration.
- Assess whether a more diverse and larger group of people from the local communities are actively involved in shorebird habitat conservation.

Supporting documentation and information will be provided by the CEC Secretariat during this assessment work.

The Consultant will prepare an assessment report that will consider the objectives of the two CEC projects on migratory birds, their rationale, their implementation over time, and results accomplished. The assessment will give due consideration to the main activities carried out over the implementation periods, specific topics covered, performance measures, and results obtained. It will also look at broader questions, such as governance, public participation, partnerships and capacity building.

The conclusion should reflect whether these projects have yielded the expected environmental and social benefits and include recommendations on areas of opportunity and potential improvement to implement similar projects in the future.

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

The report will also include a three-page executive summary, highlighting the key messages and findings from the assessment.

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 projects.

The consultant shall report to and coordinate with the Lead, Planning and Performance, to accomplish the following:

- Agree on the work plan and methodology to complete the activities listed above.
- Agree on the specific approach for the assessment.
- Review project-related documents (with the support of the Head of Unit, Ecosystems), and conduct surveys or virtual interviews with specific actors.
- Review and verify preliminary findings (through consultations with the CEC Secretariat, government officials and stakeholders, as appropriate), and incorporate revisions into the analysis.
- Complete detailed review and assessment and prepare the final report.
- Develop recommendations, as stated in the previous section.

Deliverables and milestones:

- Proposed work plan and methodology (16 September 2024).
- Outline of the report and an interview guide (23 September 2024).
- First draft report (21 October 2024).
- Revised draft of the report, based on Secretariat feedback (25 November 2024).
- Final report addressing all comments (9 December 2024).

The report **shall not exceed 20 pages** and be prepared in English.

Quality of Deliverables

The consultant is responsible for providing deliverables **of publishable quality** (i.e., copyedited 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 and adhering to the precepts of the Guidelines for CEC Documents and Information Products (available at http://www.cec.org/files/documents/consultants/guidelines-for-cec-documents.pdf), as supplemented by the CEC's English https://www.cec.org/files/documents/consultants/guidelines-for-cec-documents.pdf), as supplemented by the CEC's English https://www.cec.org/files/documents/consultants/guidelines-for-cec-documents.pdf). 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 <u>Guidelines for CEC Documents and Information Products</u>. Contract payments will be retained if products do not fulfill these requirements.

Requirements and evaluation of the proposal

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 be authorized to work legally in Canada, Mexico or the United States of America.

In addition, to understanding the subject matter, the consultant must possess competence and experience in:

- Conservation-related project evaluation
- Drafting analytical reports

The consultant must be fluent in both written and spoken English; proficiency in Spanish is desirable. The consultant is expected to work from their own workplace and complete the work through digital communication. Travel is not expected to be required to complete this work.

The proposal should not exceed five (5) pages, exclusive of applicant résumé or corporate brochures. It should include a **detailed cost breakdown**, including number of person/days of key and other personnel, direct and indirect 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 five (5) 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 budget for this activity will not exceed C\$22,000 (Canadian dollars), including professional fees. 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, and according to the exchange rate in force at the submission date.

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 Appendix C – Requests for Proposal: Guidelines and Standard (available at

http://www.cec.org/files/documents/consultants/consultant-services-procurement-manual.pdf).

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 30 August 2024**. Proposals submitted after this deadline will not be considered.

<u>Proposals must be submitted via e-mail to rinfiesta@cec.org</u> 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:

Rocío de la Infiesta Assistant to the Director, Government Relations, Strategy and Performance Commission for Environmental Cooperation

The CEC Secretariat intends to select the consultant and notify the applicants within a reasonable period 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:
ACC	EPTA	NCE
	hereb	by declare that I accept to serve as consultant in the subject contract.
	(If yo choic wheth Partie Environment) anoth called	RTIALITY AND INDEPENDENCE as a consultant, please check one of the two following boxes. The e of which box to check will be determined after you have taken into account, inter aliaster there exists any past or present relationship, direct or indirect, with any of the est to the Environmental Cooperation Agreement (ECA) or their Commission for commental Cooperation ("CEC") representatives, Secretariat staff, and/or third parties are in the performance of this contract, whether financial, professional, familial, or one kind, and whether the nature of any such relationship is such that disclosure is a for pursuant to the criteria set out below. Any doubt should be resolved in favor of paure.)
	OR	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.
		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 of independence, and that may constitute a conflict of interest. Where facts of circumstances exist that might give rise to the latter such doubts, I may set our 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: