



***LONGLEAF PINE REFORESTATION***  
**REQUEST FOR PROPOSAL**

***MARCH 1, 2023***



## TABLE OF CONTENTS

---

<b>1. GENERAL ADMINISTRATIVE PROVISIONS .....</b>	
1.1. Statement of Purpose.....	
1.2. TNC's Procurement Process.....	
1.3. Customer's Obligations .....	
1.4. Vendor's Obligations.....	
1.5. Vendor Submission Requirements .....	
1.6. Critical Dates.....	
1.7. Restricted Communications .....	
1.8. Disposition of Proposals.....	
1.9. Contractual Commitment of Proposal. ....	
1.10. Confidentiality .....	
1.11. Disclosure Statement.....	
<b>2. EQUIPMENT, SERVICE AND PRICING .....</b>	
2.1 Scope of Work .....	
2.2 Billing/Reports .....	
2.3 Pricing/Contract .....	
2.4 Additional Information.....	
2.5 Attachments .....	
<b>3. VENDOR QUESTIONNAIRE.....</b>	

## **1. GENERAL ADMINISTRATIVE PROVISIONS**

---

### **1.1. Statement of Purpose**

It is the intention of The Nature Conservancy (“Customer”) to solicit Proposals for a Vendor to provide the services of discussing longleaf planting with landowners and securing and planting longleaf seedlings on private lands in partnership with PRT nursery in Atmore, Alabama. Those receiving this Request for Proposal (RFP) are referred to as “Vendor”.

#### **THIS IS NOT AN ORDER.**

THE NATURE CONSERVANCY (TNC) is a District of Columbia, USA, non-profit corporation with its principal place of business in Arlington, Virginia, USA. TNC has offices across the U.S. and in over 79 countries and territories around the world.

Since 1951, The Nature Conservancy has been working with communities, businesses and people like you to protect more than 125 million acres of land and 5,000 miles of rivers worldwide. We also operate more than 100 marine conservation projects globally. Our mission is to conserve the lands and waters on which all life depends. Our vision is a world where the diversity of life thrives, and people act to conserve nature for its own sake and its ability to fulfill our needs and enrich our lives. Please see [www.nature.org](http://www.nature.org) for more details on what the Conservancy does and where we work.

### **1.2. TNC’s Procurement Process**

Procurement activities will be conducted in a nondiscriminatory manner with fair treatment given to all Vendors. The Conservancy reserves the right to reject any and all offers for any reason whatsoever, to waive technicalities, and to pursue purchasing in a manner that is in the best interest of the organization.

### **1.3. Customer's Obligations**

Customer incurs no obligation or liability whatsoever by reason of issuance of this RFP or action by anyone relative thereto.

### **1.4. Vendor's Obligations**

Vendor must analyze and respond to all sections of this RFP providing sufficient information to allow Customer to evaluate the Proposal. Vendor, by submitting its Proposal, agrees that any costs incurred by the Vendor in responding to this RFP, are to be borne by Vendor and may not be billed to Customer.

Vendor’s proposal must match the order in which the RFP was submitted or clearly state where the information resides. If Customer has any confusion or difficulty in retrieving the required information from a Vendor’s proposal, it may result in such proposal to be disqualified. Vendor may not have the ability to resubmit their proposal to Customer.

Customer requests cost reimbursement for the proposal. ***If a particular entity is chosen as an award winner and any additional costs are presented at the time of agreement negotiations or implementation, Customer has the right to reject that entity as the contract winner.***

Vendor shall not use the names, logos, images or any data or results arising from the anticipated contract for advertising without Customer's prior written consent.

#### **1.5. Vendor Submission Requirements**

##### **1.5.1. Submission of Proposal:**

Vendor will send its response to this RFP via email

##### **1.5.2. Address and email for Vendor's Submission of Proposal:**

**The Nature Conservancy**  
**Thomas Reddick, Director of Forestry**  
**Email:** [thomas\\_reddick@tnc.org](mailto:thomas_reddick@tnc.org)  
**Phone:** 706-466-3751

#### **1.6. Critical Dates**

##### **1.6.1. Questions Regarding the RFP**

Vendor will submit questions to Customer by March 20, 2023

Customer will use its best efforts to answer questions by March 24, 2023.

Answers may be shared by e-mail with all Vendors. Vendor understands and agrees that it has a duty to inquire about and clarify any RFP questions that the Vendor does not fully understand or believes may be interpreted in more than one way. Customer, however, is not required to answer all questions that are not pertinent to the RFP or are considered to be Customer's proprietary information.

##### **1.6.2. Proposal Due Date**

Proposals shall be delivered to The Nature Conservancy on or before March 29, 2023 See Article 1.5 for Submission Requirements.

#### **1.7. Restricted Communications**

It is the policy of the Customer to avoid situations which (1) place it in a position where its judgment may be biased; (2) create an appearance of conflict of interest with respect to rendering an impartial, fair, technically sound, and objective decision prior to selection; or (3) give an unfair competitive advantage to competing Vendors. Therefore, to ensure an ethical evaluation process, all inquiries or other communications regarding this RFP shall be exclusively directed to the Customer's authorized Agent, to the person and location specified in Article 1.5.2 of this RFP. Vendors are hereby expressly instructed not to otherwise communicate with Customer's officers or employees regarding this RFP. This prohibition is also applicable to Vendors' affiliates, officers, employees, agents, consultants, and subcontractors.

#### **1.8. Disposition of Proposals**

All material submitted in response to this RFP will become the property of the Customer and may be returned only at the option of the Customer and at the expense of the Vendor. Successful and unsuccessful vendors will be notified. The Customer shall not be obligated to detail any of the results of the evaluation.

#### **1.9. Contractual Commitment of Proposal**

The contents of submitted Proposals will be considered obligations of the successful Vendor. No information should be submitted that is not intended to be incorporated into the Proposal and any contract which may result from such Proposal. If there is any inconsistency between the terms herein and any of the other contract documents, the terms in the other contract documents shall prevail.

#### **1.10. Confidentiality**

Any data, documentation or other business information furnished by or disclosed to the Vendor shall be deemed the property of the Customer and must be returned to the Customer upon request.

#### **1.11. Conflict of Interest Disclosures**

It is the policy of The Nature Conservancy (“TNC”) to identify actual, potential or perceived conflicts of interest in any situation in which TNC has a significant business interest. To assist TNC in complying with this policy, we request that all individuals and/or organizations that will be involved in a proposed transaction with TNC complete our Conflict of Interest Disclosure Form. This relates to people who will be working, directly or indirectly, to respond to this RFP, as well as may be doing the resultant work if the Vendor receives the contract.

Please complete the attached Conflict of Interest Disclosure Form and send with your RFP response.

*The information will be kept confidential and given out only on a “need to know” basis.*

## 2. EQUIPMENT/PRODUCT, SERVICE AND PRICING

---

### 2.1 Scope of Work

The Nature Conservancy is seeking cost proposals for the procurement and planting of 6,000,000 containerized pine seedlings (2 million per year) over a 3-year period to be planted on private lands in the approximate boundary shown on the attached project map (Attachment 2.5.2). The Vendor will line-up longleaf planting projects with private landowners where appropriate soils exist for longleaf planting and with those landowners interested in appropriately managing longleaf pine for at least 30 years. The Vendor will also reserve seedlings from PRT nursery, and ensure delivery and planting of the seedlings.

In addition to the plantings, Vendors will follow-up with each landowner approximately 1 year after planting to determine the percent survival of the longleaf planted. With approval of the landowner, Vendors will document geospatially the acreage planted to share with the TNC.

**NOTE: This project is contingent on pending funding from a submitted grant proposal to the National Fish and Wildlife Foundation (NFWF). Award notification to TNC is due early June 2023. The funding may be comprised of public and/or private funding, so additional terms and conditions may be required to be added to the Contract of Services then what is shown in the attached template example.**

Below is a tentative timeline for the project.

Timeline	Activity
April 2023	TNC chooses a reforestation contractor to contract for this project (contingent on NFWF award). PRT starts growing 2 million longleaf pine seedlings to be planted between November 2023-March 2024.
Spring-Fall 2023	The reforestation contractor is talking with landowners and lining up planting projects.
May - July 2023	TNC onboards the NFWF award and completes the contract with the selected Forester.
August 2023	The reforestation contractor invoices TNC for current tree planting projects with contracts and pays PRT a deposit for confirmed longleaf to be planted between November 2023-March 2024.
Nov 2023-March 2024	The reforestation contractor completes planting projects and sends TNC a landowner database for reporting. The reforestation contractor can invoice for any additional completed projects.
March 2024	PRT starts growing 2 million more longleaf pine seedlings to be planted between Nov 2024-March 2025.
Nov 2024-March 2025	The reforestation contractor completes planting projects and sends TNC an invoice and landowner database for reporting.
April-October 2025	The reforestation contractor conducts survival checks with 1 <sup>st</sup> landowners who planted Nov 2023-March 2024 and sends updated data to TNC for reporting.
March 2025	PRT starts growing 2 million more longleaf pine seedlings to be planted between Nov 2025-March 2026.
Nov 2025-March 2026	The reforestation contractor completes planting projects and sends TNC an invoice and landowner database for reporting.
March-July 2026	Forest Contractor conducts survival checks with 2nd year landowners who planted Nov 2024-March 2025 and sends updated data to TNC for reporting.

March-July 2027	Forest Contractor conducts survival checks with 3rd year landowners who planted Nov 2025-March 2026 and sends updated data to TNC for reporting.
-----------------	--

## 2.2 Billing/Reports:

- 2.2.1 Vendor will be required to submit a Federal W-9 form prior to payment.
- 2.2.2 Payment specifications will be detailed in actual contract for Vendor(s) awarded this contract. Requests for payment of the Contract Fee must be submitted to TNC in the form of an invoice itemizing the Services performed or delivered during the invoice period. Invoices will be subject to review and approval by TNC, and TNC may deny payment of requests received more than sixty (60) days after the final deadline for the completion of Services. TNC will make all payments within (60) days of receiving an invoice (either (i) by check, subject to TNC's receipt from Contractor of a properly completed IRS Form W-9, or (ii) via Vendor ACH, if requested by Contractor and subject to Contractor's completion of TNC's Vendor ACH Enrollment Form.
- 2.2.3 **Please provide a cost estimate based on a rate per planted seedling that includes:** landowner engagement, reserving seedlings, ensuring delivery and planting, and 1-year post survival checks. In your cost estimate, please describe the capabilities of fulfilling the needs of this project and list any limitations. Example: If you are only able to provide services for particular counties, please indicate which counties are in your service area. Proposals will be accepted, and awarded for the full project package in April. Project will be pending NFWF funding anticipated to be received by TNC in late May/early June 2023.

## 2.3 Pricing/Contract

- 2.3.1 Please list the per seedling costs that is all inclusive of the following:
  - *Discussing and contracting longleaf restoration with landowners*
  - *Reserving seedlings from PRT*
  - *Ensuring delivery of seedlings*
  - *Planting seedlings*
  - *Landowner Database (Name, GPS location, contract, map)*
  - *Year 1 survival check*
- 2.3.2 Does the Vendor agree to use the Landowner Agreement (Attachment 2.5.3) with each landowner? (Yes or No? If no, please explain.)
- 2.3.3 In some cases, NRCS may be an additional partner and provide additional funding. Is the Vendor ok to collaborate with NRCS and utilize NRCS pass through paperwork? (Yes or No? If no, please explain.)
- 2.3.4 We will also be encouraging landowners to attend a Longleaf Academy to learn current longleaf management techniques and practices. Is the Vendor ok to provide the landowners knowledge (a flier) of scheduled Longleaf Academics? (Yes or No? If no, please explain.)

## **2.4 Additional Information**

- 2.4.1 Subcontracting: The Customer will not refuse a proposal based on the use of subcontractors but does retain the right to refuse the subcontractors selected. Vendor shall remain solely responsible for all subcontracted work.
- 2.4.2 References: Customer requires Vendor to provide at least three (3) references with contact name and phone number if Vendor has not worked with Customer in the past. All references must be contacted by Vendor and give permission for the Customer to make contact.
- 2.4.3 TNC is a non-profit organization. We strive to minimize administrative costs to ensure that maximum dollars goes to our mission. If the Vendor can aid in our efforts by a donation or special pricing, it would be greatly appreciated.

## **2.5 Attachments**

- 2.5.1 The Nature Conservancy's Conflict of Interest Disclosure Form
- 2.5.2 Approximate Project Boundary Map
- 2.5.3 Landowner Agreement
- 2.5.4 The Nature Conservancy's Standard Contract for Services



### 3. VENDOR QUESTIONNAIRE

---

Please answer each of the following questions in the space provided. If additional space is required, please continue on a separate sheet and attach it to this form. The information will be kept confidential and given out only on a “need to know” basis.

---

#### General Information:

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Federal ID (W9) or  
SSN # \_\_\_\_\_

Years in Business: \_\_\_\_\_

---

#### Customer Information:

Please indicate if you have done business with TNC in the past and provide contact information below.

\_\_\_\_\_

---

#### Employee Information

Number of Employees: \_\_\_\_\_

---

#### Service Information

Are there any geographical areas noted in the project boundary that your company is not able to serve?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please list.

\_\_\_\_\_  
\_\_\_\_\_

---

**Minority and Women - Owned Business Enterprise**

Please indicate below if your firm is at least 51% minority or women owned, controlled and operated, classified as a small business, or a labor surplus area firm. Identify the % of minority or women ownership.

\_\_\_\_\_ % minority owned      \_\_\_\_\_ % women owned

Small Business	_____	YES	_____	NO
Labor Surplus Area Firm	_____	YES	_____	NO

---

**Legal**

If your firm is bonded, please indicate type:

Performance Bond	_____	YES	_____	NO
Labor & Material Payment Bond	_____	YES	_____	NO

Are there any judgments, suits or claims pending against your firm?

\_\_\_\_\_ YES      \_\_\_\_\_ NO

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_

Has your firm operated under a different name? (Please provide) \_\_\_\_\_

What is the Dun & Bradstreet Number of that firm: \_\_\_\_\_

What is that firm's Central Contractor Registration (CCR) number? \_\_\_\_\_

# CONFLICT INQUIRY FORM

## STEP 1: DESCRIPTION OF PARTIES & TRANSACTION

<b>Name of individual or organization entering into transaction with TNC:</b>	
<b>Legal identity of individual or organization* entering into transaction with TNC (select one):</b>	<input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Organization <input type="checkbox"/> Non-Profit Organization
<i>**"Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.</i>	
<b>Type of Transaction (select one):</b>	<input type="checkbox"/> Contract for Services <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Purchase Order <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Real Estate Transaction <input type="checkbox"/> Other
<b>If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):</b>	

## STEP 2: DEFINITIONS & QUESTIONS (Complete only the section relevant to your organization)

- (1) **TNC Key Employees and Board of Directors:** Please refer to the attached list of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).
- (2) **TNC Trustee:** Individuals serving as a Trustee or Advisor to TNC.
- (3) **Substantial Contributors:** Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.
- (4) **Family Members and Close Relatives:** Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.

	Y e s	N o
<b>SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):</b>		
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		

d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		
--	--	--

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than <u>35% of the stock or value</u> of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (ex. key management or board member): <ul style="list-style-type: none"> <li>• TNC employee (or former employee who left within the last twelve (12) months);</li> <li>• TNC Key Employee;</li> <li>• TNC Board Member;</li> <li>• Substantial Contributor to TNC;</li> <li>• TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or</li> <li>• Family members or close relatives of the above individuals.</li> </ul>		
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? <ul style="list-style-type: none"> <li>• Officer, director, trustee, key employee, or partner;</li> <li>• Member (if your organization is a limited liability corporation); and/or</li> <li>• Shareholder (if your organization is a professional corporation).</li> </ul>		
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity: <ul style="list-style-type: none"> <li>• TNC employee (or former employee who left within the last twelve (12) months);</li> <li>• TNC Key Employee;</li> <li>• TNC Board Member;</li> <li>• Substantial Contributor to TNC;</li> <li>• TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or</li> <li>• Family members or close relatives of the above individuals.</li> </ul>		

**STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)**

--

#### STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at [www.nature.org/codeofconduct](http://www.nature.org/codeofconduct). Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at [www.nature.org/tnchelpline](http://www.nature.org/tnchelpline).

**The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.**

<b>Signature:</b>	
<b>Printed Name:</b>	
<b>Title</b> <i>(if for an organization):</i>	
<b>Address:</b>	
<b>Date of Signature:</b>	

### TNC COVERED PERSONS

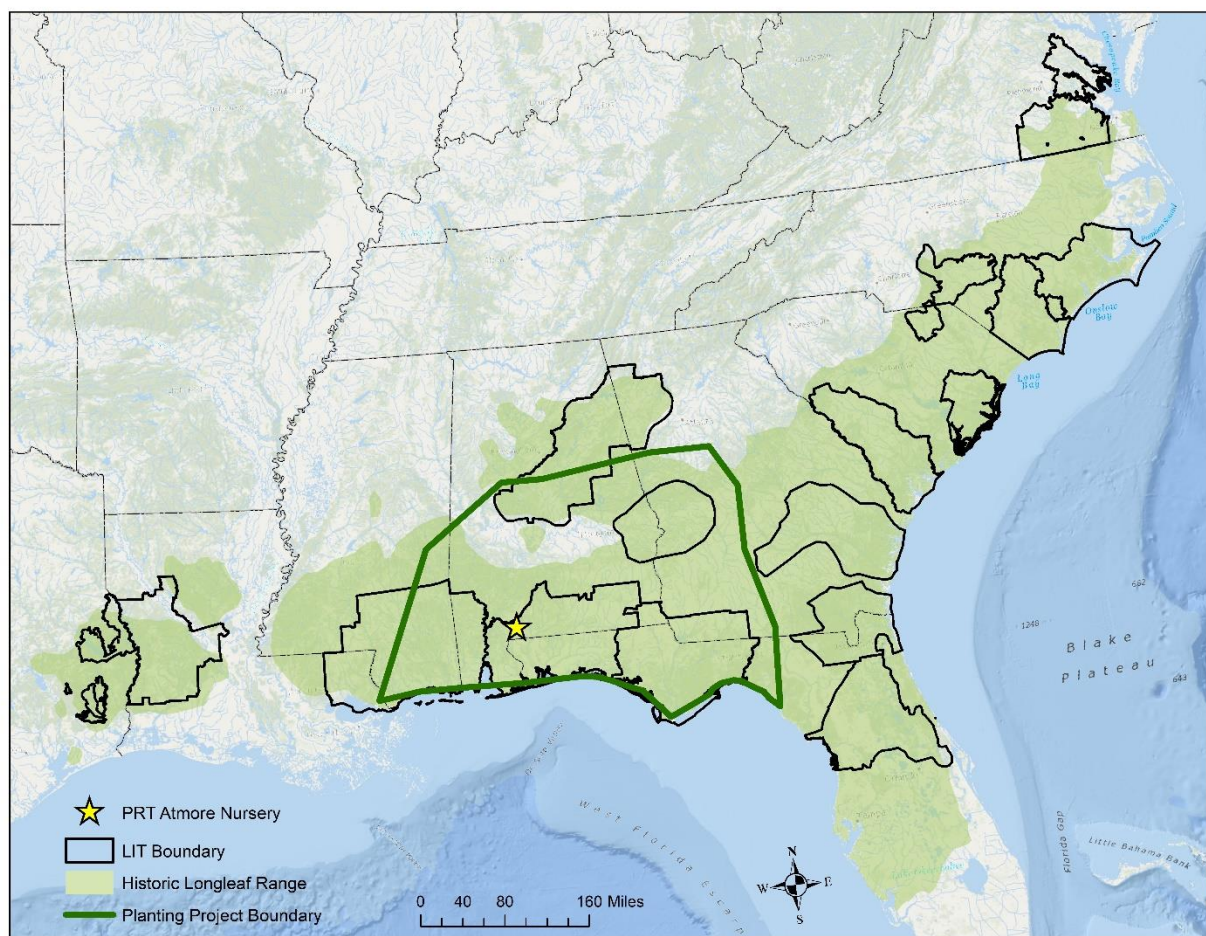
The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors.

List Current as of January 17, 2023

Current Key Employees	Former Key Employees	Current Board of Directors	Prior Board Members
Nathalie Augustin David Banks Matt Brown Jan Glendening Katharine Hayhoe Tom Neises Michael Sweeney Leonard Williams	James Asp Mark Burget William Ginn Wisla Heneghan Steve Howell Brian McPeck Hugh Possingham Mark Tercek	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Jennifer Morris Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Kent J. Thiry Kevin Weil Ying Wu	David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Joseph H. Gleberman Andrew Liveris Jane Lubchenco Jack Ma Craig McCaw Thomas J. Meredith Thomas Middleton Ana M. Parma Stephen Polasky Rajiv Shah Mark Tercek Thomas J. Tierney Moses Tsang Frances A. Ulmer P. Roy Vagelos Margaret C. Whitman

### TNC's [Related Entities](#) (If applicable)

Key Employees (members of Related Entity leadership team):	Current Fiduciary Board Members, if applicable:



Approximate Boundary for landowner engagement for this work shown with the green line.

## LANDOWNER AGREEMENT

This agreement between [landowner name] (“**Landowner**”) and [reforestation contractor] (“**Contractor**”) and The Nature Conservancy (“**Conservancy**”), is for the purpose of carrying out [brief description of project] as described in Project Plan (Exhibit A) on lands owned or managed

The Contractor and the Conservancy agree to:

1. Provide technical and material assistance via [reforestation contractor], as detailed in the Project Plan.
2. Maintain records of this agreement for a period as required by the Funding Agreement [enter funding agreement].

In return, the **Landowner** agrees to:

1. Use [reforestation contractor] for longleaf pine reforestation to obtain longleaf seedlings and planting at no cost to the landowner as long as funding is available. Additional site preparation or other forest management activities can be negotiated separately with [reforestation contractor].
2. Assume responsibility for securing any permits needed to carry out this project.
3. Allow the **Contractor** and the **Conservancy** reasonable access to the described property for the period of this agreement in order to execute the agreed practices or to make periodic inspections of the practices including survival counts approximately one-year post planting.
4. Own all of the completed or installed practices, retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims on the described property.
5. Notify the **Conservancy’s** Project Coordinator in writing at least 30 days before closing of any planned sale or other change in ownership of subject property. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.
6. During the habitat retention period, the Landowner must maintain the habitat restored under this award. At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner.

The **Conservancy** assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights-of-way, or for any other incidents of ownership. The **Conservancy** also assumes no



liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the appropriate State and/or Federal Tort Laws.

The term of this Agreement (also referred to as the habitat retention period) will be completed on [Month / Day / Year] or 30 years from the date of completion. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). However, if the **Landowner** terminates the Agreement before its expiration, or if the **Landowner** should materially default on these commitments, then the **Landowner** agrees to reimburse the **Conservancy** prior to final termination for the prorated actual costs of all habitat improvements placed on the land through this Agreement, and the **Conservancy** will determine how these funds will be used. For these purposes, the total cost the Conservancy’s contribution toward the habitat improvements are estimated to be [\$XXX.XX].

In the event funds are not available to do the management practices within the period of time or in the manner prescribed under the Project Plan, the **Contractor** or the **Conservancy** will advise the **Landowner** accordingly.

The **Landowner** guarantees that he/she is the owner of the above-described land and warrants that there are no outstanding rights which will interfere with the **Conservancy’s** rights under this agreement. In the event the Landowner transfers any of the lands designated and described in the Project Plan, he/she shall take steps as necessary to inform the purchaser of the existence of this agreement. The new landowner will need to assume responsibility for the remaining years of the agreement as an assignment. If the new landowner will not accept the assignment the landowner named in the agreement this agreement will be terminated. The Conservancy may record this agreement in the local County Land Registry.

**LANDOWNER(S)**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Date)

**[Reforestation Contractor]**

\_\_\_\_\_  
(Signature)

**THE NATURE CONSERVANCY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Date)

---

(Address)

---

(Phone Number)

---

(Date)

**Exhibit A: Project Plan**

**Exhibit B: Project Map**

**Exhibit C: TNC Conflicts Inquiry Form**

## **EXHIBIT A Project Plan**

**1. Planned Work:** *Briefly describe what you expect the project to accomplish. Explain why this work needs to be done and why it is worth the contributions. Include a map and general description of the project property if possible, especially if the final agreement will be filed with the county property records.*

The project site is on the landowner's property located near [closest town] in [county] County, in the State of [XXXXXX], as shown on the attached project area and location map (Exhibits B and C). The coordinates [00.0000] North Latitude and [00.0000] West Longitude represent the approximate center of the project area. The **Landowner** or his/her contractor will help restore a healthy, well-managed forest ecosystem by planting site appropriate containerized longleaf pine seedlings.

### **2. Contributions of the Parties:**

The Landowner will implement sound management to promote longleaf restoration and ground cover native to the Landowner's region on [xxx] acres.

The Landowner will provide all labor and material expenses for site prep and ongoing management. The Conservancy will cover the costs of longleaf containerized seedlings and planting as long as funds are available.

### **3. Budget Table:**

<b>Longleaf Restoration on xxx acres in xxxxxxx County, [state]</b>	<b>Acres</b>	<b>Esitimated Practice Costs/ac</b>	<b>TNC Cost Assistance/ac</b>	<b>Estimated Landowner Costs</b>
Chemical Site Prep				
Site Prep Burn				
Longleaf Seedlings and Planting				

Prescribed fire every 2-4 years for 30 years				
<b>Total</b>				

Landowners and [reforestation contractor] can complete this table to best understand costs associated with longleaf forest planting and responsible parties for those costs.

4. **Work Schedule:** *Specify what has to be done and by when in order to accept the project.*

The Landowner will complete the [project description] by [completion date].

## EXHIBIT B Project Map

## EXHIBIT C TNC CONFLICT INQUIRY FORM



### CONFLICT INQUIRY FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION	
Name of individual or organization entering into transaction with TNC:	
Legal identity of individual or organization* entering into transaction with TNC (select one):	<input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Organization <input type="checkbox"/> Non-Profit Organization
<small>**Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.</small>	
Type of Transaction (select one):	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Contract for Services  <input type="checkbox"/> Purchase Order  <input type="checkbox"/> Real Estate Transaction             </div> <div> <input type="checkbox"/> Grant Agreement  <input type="checkbox"/> Licensing Agreement  <input type="checkbox"/> Other             </div> </div>
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):	

STEP 2: DEFINITIONS & QUESTIONS (Complete <u>*only*</u> the section relevant to your organization)		
<b>(5) TNC Key Employees and Board of Directors:</b> Please refer to the <u>attached list</u> of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).		
<b>(6) TNC Trustee:</b> Individuals serving as a Trustee or Advisor to TNC.		
<b>(7) Substantial Contributors:</b> Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.		
<b>(8) Family Members and Close Relatives:</b> Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.		
SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):	Yes	No
e. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
f. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
g. Are you a Substantial Contributor to TNC?		
h. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
d. Is your organization a Substantial Contributor to TNC?		
<p>e. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than <u>35% of the stock or value</u> of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (ex. key management or board member):</p> <ul style="list-style-type: none"> <li>• TNC employee (or former employee who left within the last twelve (12) months);</li> <li>• TNC Key Employee;</li> <li>• TNC Board Member;</li> <li>• Substantial Contributor to TNC;</li> <li>• TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or</li> <li>• Family members or close relatives of the above individuals.</li> </ul>		
<p>f. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization?</p> <ul style="list-style-type: none"> <li>• Officer, director, trustee, key employee, or partner;</li> <li>• Member (if your organization is a limited liability corporation); and/or</li> <li>• Shareholder (if your organization is a professional corporation).</li> </ul>		
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
<p>1. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity:</p> <ul style="list-style-type: none"> <li>• TNC employee (or former employee who left within the last twelve (12) months);</li> <li>• TNC Key Employee;</li> <li>• TNC Board Member;</li> <li>• Substantial Contributor to TNC;</li> <li>• TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or</li> <li>• Family members or close relatives of the above individuals.</li> </ul>		

**STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)**

--

#### STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at [www.nature.org/codeofconduct](http://www.nature.org/codeofconduct). Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at [www.nature.org/tnchelpline](http://www.nature.org/tnchelpline).

**The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.**

<b>Signature:</b>	
<b>Printed Name:</b>	
<b>Title</b> <i>(if for an organization):</i>	
<b>Address:</b>	
<b>Date of Signature:</b>	

### TNC COVERED PERSONS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors.

List Current as of January 17, 2023

Current Key Employees	Former Key Employees	Current Board of Directors	Prior Board Members
Nathalie Augustin David Banks Matt Brown Jan Glendening Katharine Hayhoe Tom Neises Michael Sweeney Leonard Williams	James Asp Mark Burget William Ginn Wisla Heneghan Steve Howell Brian McPeck Hugh Possingham Mark Tercek	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Jennifer Morris Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Kent J. Thiry Kevin Weil Ying Wu	David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Joseph H. Gleberman Andrew Liveris Jane Lubchenco Jack Ma Craig McCaw Thomas J. Meredith Thomas Middleton Ana M. Parma Stephen Polasky Rajiv Shah Mark Tercek Thomas J. Tierney Moses Tsang Frances A. Ulmer P. Roy Vagelos Margaret C. Whitman

### TNC's [Related Entities](#) (If applicable)

Key Employees (members of Related Entity leadership team):	Current Fiduciary Board Members, if applicable:

#### 2.5.4 CONTRACT FOR SERVICES TEMPLATE EXAMPLE



Contract Number:	
TNC Accounting Information	
Project Name:	
Project-Award-Activity #:	
Source of funds:	<input checked="" type="checkbox"/> Public Funds <input type="checkbox"/> Private funds <input type="checkbox"/> Private funds with donor restrictions <input type="checkbox"/> Private funds as match for public funds

This Contract for Services (the “**Contract**”) is entered into by and between **The Nature Conservancy**, a District of Columbia non-profit corporation (“**TNC**”), through the following U.S. office:

TNC Business Unit:	
Contact:	
Address:	
Telephone:	
Email Address:	

and the following person or entity (“**Contractor**”):

Name of Contractor: (Include DBA, if any)	
Address:	
Telephone:	
Email Address:	
<i>For Entities Only (individuals leave blank):</i>	
Name of Representative:	
Type of Entity:	
State of Incorporation:	

1. **Services.** TNC engages Contractor to provide the services, goods and/or deliverables (collectively, the “Services”) described in **Exhibit A** (“Description of Services”) in accordance with the terms and conditions of this Contract.
2. **Payment.** TNC will compensate Contractor for the Services by paying a “Contract Fee” as follows:
  - a. **Reimbursable Expenses:** ☐ N/A or ☒ TNC will reimburse the Contractor for eligible expenses as follows:

Description of expenses eligible for reimbursement:

    - TNC will reimburse the contractor an agreed upon amount per seedling planted. A percentage of costs may be advanced to help reserve seedlings for landowner agreements already signed.
  - b. **Invoices and Payments.** Unless additional acceptance criteria are defined in Exhibit A, TNC shall provide approval of Services and deliverables within 30 days of receipt. Requests for payment of the Contract Fee must be submitted to TNC in the form of an invoice itemizing the Services performed or delivered during the invoice period. Invoices will be subject to review and approval by TNC, and TNC may deny payment of requests received more than sixty (60) days after the final deadline for the completion of Services. TNC will make all payments either (i) by check, subject



to TNC's receipt from Contractor of a properly completed IRS Form W-9, or (ii) via Vendor ACH, subject to Contractor's completion of TNC's Vendor ACH Enrollment Form. Expenses authorized for reimbursement by TNC must be: (i) substantiated by adequate documentation (such as receipts), unless waived in writing by TNC; (ii) reasonable in amount; (iii) related to and in furtherance of the Contract purposes; and (iv) submitted with Contractor's invoices for payment. In the event of early termination of the Contract and upon receipt of any termination notice, with or without cause, Contractor shall not incur any further expenses, without express written consent by TNC. Any unused materials or supplies paid for by TNC will remain the property of TNC and must be delivered to TNC by Contractor at the end of the Contract term. TNC shall not pay any expenses to third parties on behalf of the Contractor.

3. **Choose a building block.****Term.** This Contract will become effective upon the last signature date below and will expire automatically once all the Services have been completed and final payment by TNC has been made (the "Contract Term"). Contractor must comply with all deadlines in Exhibit A and finalize all Services on or before **[INSERT ANTICIPATED END DATE OF SERVICES]**. Any deadlines set forth herein may be extended only with TNC's prior written consent, which may be provided by email. Time is of the essence in the performance of this Contract.
4. **Termination.**
  - a. **Without Cause.** TNC may terminate this Contract without cause at any time upon two weeks' written notice to Contractor. TNC will pay Contractor for the Services that have been satisfactorily performed, as determined by TNC, as of the termination date. Contractor shall submit a final invoice within fourteen days following termination of services.
  - b. **For Cause.** TNC may immediately terminate this Contract for cause by written notice to Contractor if Contractor fails to perform any duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control, or if TNC determines at any time that the Services cannot be performed in accordance with Applicable Laws (defined below) or TNC's policies or operating procedures. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under Applicable Laws, recover damages from Contractor resulting from Contractor's default and may offset any amounts payable to Contractor against such damages.
  - c. **Refund of Advanced Payments.** Regardless of the reason for termination, to the extent the balance of any advance payments made by TNC exceeds the total payments due to Contractor for Services satisfactorily completed, Contractor must promptly return the excess advance payments.
5. **Conflict of Interest Determination.** Contractor represents and warrants that, to the best of Contractor's knowledge, the information Contractor has provided on TNC's Conflict of Interest Inquiry Form (attached as Exhibit B) is true and correct. If any of the information Contractor has provided changes during the term of this Contract, Contractor agrees to promptly notify TNC in writing of such change. The parties acknowledge that publicly traded companies engaging in the normal course of business, government agencies, and universities are exempt from this requirement.
6. **Independent Contractor Status**

The parties intend this Contract to create an independent contractor-client relationship and not an employee-employer relationship. Contractor is solely responsible for the conduct and control of the Services and fulfilling Contractor's duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no partnership, joint venture, or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party.

Choose a building block.

- a. **Independent Contractor.** The parties intend this Contract to create an independent contractor-client relationship and not an employee-employer relationship. Contractor is solely responsible for the conduct and control of the Services and fulfilling Contractor's duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no partnership, joint venture, or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party. Contractor warrants and represents that Contractor (i) shall timely file and pay all self-employment taxes and other amounts due with respect to payments received hereunder; (ii) may perform work for other clients during this

engagement; and (iii) is customarily engaged in an independently-established trade, occupation, profession, or business.

- b. **No Benefits.** Contractor acknowledges and agrees, and it is the intent of the parties that neither Contractor nor any employees or subcontractors of Contractor be eligible for or receive any TNC-sponsored benefits as either a contractor or employee. Such non-eligible benefits include, but are not limited to, paid vacation, sick leave, holiday leave, notice prior to dismissal, severance, garden leave, overtime pay, medical insurance, and 401(k) participation. If Contractor is reclassified by a state or federal agency, local authority, or court as an employee, Contractor will become a reclassified employee and will receive no benefits except those mandated by U.S. state or federal law, even if by the terms of TNC's benefit plans in effect at the time of such reclassification Contractor would otherwise be eligible for such benefits on a retroactive or prospective basis.
- c. **Disclosure.** TNC will not provide unemployment compensation coverage for Contractor. Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. *(End Section 6 Option 2)*
7. **Taxes.** Contractor is responsible for filing and paying its own taxes and for complying with the requirements of any applicable tax laws. TNC will not withhold or pay on behalf of Contractor or any of Contractor's employees any U.S. Federal, state, or local income tax, payroll tax, or any excise, sales, or use tax of any kind. TNC will report to the IRS on Form 1099 all fees paid to Contractor, as and to the extent required by Applicable Laws.
8. **Performance of Work.** Contractor represents and warrants that Contractor is qualified and will perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor is responsible for the complete performance of the Services notwithstanding the use of any subcontractors or work performed by anyone else under Contractor's direction or control. Contractor will not be paid for any Services found by TNC to be unsatisfactory.
9. **Liability; Indemnification.** Contractor agrees that it is entering into this Contract and performing the Services entirely at Contractor's own risk. Contractor, on behalf of Contractor and Contractor's employees, subcontractors, and agents, agrees to indemnify, defend, and hold harmless TNC and its directors, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys' fees and costs, (collectively, "Claims") that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, whether or not the Claims have merit, involve third parties, or are caused or alleged to be caused by Contractor or any of the Indemnified Parties; provided, however, that Contractor will not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of any of the Indemnified Parties.
10. **Insurance.** Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies: (a) workers' compensation insurance coverage as required by Applicable Laws; (b) commercial general liability insurance (including contractual liability if the Contract Fee is \$100,000 or more or if requested by TNC) of at least \$1,000,000 per incident, written on an occurrence basis, and covering the Services that are the subject of this Contract, including any related claims; (c) automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit of at least \$1,000,000 per occurrence; (d) professional liability insurance in the amount of at least \$1,000,000 if Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services); and (e) umbrella coverage of at least \$4,000,000 if the Contract Fee is \$100,000 or more, or if requested by TNC. Contractor's insurance policies must be primary to TNC's insurance policies. Before any of the Services commence, the foregoing requirements must be evidenced by one or more Certificates of Insurance, showing TNC as an additional named insured and requiring at least 30 days advance written notice to TNC of any cancellation, renewal, reduction in limits, or coverage or other material change of the policies. TNC reserves the right to request additional documentation, such as one or more policy endorsements, deemed reasonably necessary to ensure such requirements have been met.
11. **Work Product; Intellectual Property.** Contractor retains all right, title, and interest in works, inventions, and other intellectual property original to or owned by Contractor prior to the execution of this Contract or created outside the scope of this Contract. If the Services involve the creation of intellectual property including, but not limited to, inventions, concepts, processes, reports, derivative works, studies, photographs, software (including in both object code and source code form), drawings, designs, writings, related drafts, supporting materials, or data (collectively, the "Works"), TNC will own all right, title, and interest, including copyrights, and, if applicable, patent rights, in and to the Works. Contractor agrees that all copyrightable Works are "works made for hire" as defined under the copyright laws of

the United States. To the extent that any of the Works are not works made for hire, Contractor unconditionally assigns to TNC and TNC's successors and assigns all right, title, and interest, including copyright, and other intellectual property rights, in and to the Works in all media (whether now known or later developed) worldwide and in perpetuity. Contractor grants to TNC a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, distribute, modify, exercise, practice, perform, and exploit any assets subject to Contractor's patents, copyrights, or other intellectual property rights, to the extent that such license is necessary for TNC to enjoy all rights associated with ownership of the Works. Upon request of TNC, Contractor will deliver to TNC all tangible copies (including digital copies) of the Works and will execute and complete all documentation necessary to establish TNC's ownership of the Works. Contractor warrants and covenants that the Works will not infringe on the patent rights, copyrights, or other intellectual property rights of Contractor or third parties.

12. **Use of TNC Name and Logo.** Unless expressly authorized in writing in this Contract or in a separate written agreement, Contractor may not use TNC's name, logo, or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to deliver invoices or other notices to TNC and (b) within acknowledgements of TNC funding, as authorized in writing by TNC.
13. **Confidential Information.** In performing the Services, Contractor might have access to information, whether verbal, in writing, in electronic format, or in any other tangible form, disclosed by TNC, directly or indirectly, to Contractor that is (a) identified as confidential, or (b) disclosed in a manner in which TNC reasonably communicates, or that Contractor should reasonably have understood, should be treated as confidential, whether or not designated as "confidential" (collectively, "Confidential Information"). Confidential Information includes, without limitation, data sets, personal data (including donor data), marketing plans, research, products, technologies, software source code, software object code, data collection functionalities, trade secrets, pre-publication patent applications, research and development, know-how, and other information relating to TNC and its operations, programs, or systems. Contractor may not publish or divulge any Confidential Information without TNC's prior consent and agrees to use Confidential Information solely in furtherance of the Services. Contractor must use appropriate security procedures to safeguard Confidential Information. Contractor acknowledges and agrees that in the event Contractor receives any personal identifying information (i.e., information that identifies or can be used to identify an individual or that relates to an identified individual), Contractor (i) will be subject to a TNC IT Security review prior to such transfer or exchange and (ii) Contractor will comply with all Applicable Laws relating to the protection of personal identifying information. In addition, Contractor must comply with any additional requirements relating to protection of data as set forth in this Contract and/or as specified in any exhibits to this Contract.

Choose a building block.

14. **Compliance with Laws and other Safeguards.** Contractor represents, warrants, and agrees that Contractor:
  - a. can lawfully work in the United States and/or the countries where the Services will be performed;
  - b. has or will obtain at Contractor's expense (except to the extent otherwise explicitly stated in this Contract) any permits, licenses, or authorizations required to perform the Services. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions to and ensure TNC has any future permissions necessary for completion of the project, if applicable;
  - c. will take affirmative steps to inform TNC, prior to signing this Contract, if it is a privately held entity in which a Government Official<sup>1</sup> has equity ownership or, in the case of an individual person providing services as an independent contractor, if the Contractor is a Government Official for any government *other than* a U.S. local, state, or federal government agency;
  - d. will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the jurisdiction(s) in which the Services are performed and any other jurisdiction(s) in which Contractor is organized or authorized to do business;

---

<sup>1</sup> For purposes of this Contract, TNC defines a "Government Official" as any official or employee of any government, political party, or public international organization, and any candidate for political office, regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality, or other governmental entity, including any company or other entity owned or controlled by the government.

- e. will work with, and require all authorized subcontractors to work with, TNC to identify material risks and develop and implement appropriate environmental and social safeguards (e.g., consistent incorporation of free, prior, and informed consent) when and if the Services could directly impact Indigenous Peoples or Local Communities (IPLCs). Implementations plans must include periodic consultation with TNC;
- f. will not employ any person who is less than 18 years old, unless permissible by applicable laws in the jurisdiction where the Contractor is performing the Services. Under no circumstances shall the Contractor employ any person who is less than 16 years old, *even if* permissible by the applicable laws;
- g. will comply with all applicable anti-bribery or anti-corruption laws and regulations. To that end, Contractor shall not either directly or indirectly, pay, offer, promise to pay, or give anything of value (including any amounts paid by TNC) to any person, including an employee or official of a government, with the reasonable knowledge that it will be used for the purpose of obtaining any improper benefit or to improperly influence any act or decision by such person for the purpose of obtaining, retaining, or directing business. Any amounts paid by TNC to Contractor will be for services actually rendered in accordance with the terms of this Contract. Contractor shall not accept bribes or kickbacks in any form. The Contractor further represents, warrants, and agrees that it has not committed any of the acts prohibited herein or been accused of making or authorizing any acts prohibited herein;
- h. will comply with all applicable counterterrorism, anti-money laundering and economic sanctions laws. To that end, the, Contractor represents and warrants that, to the best of Contractor's knowledge, Contractor and Contractor's subsidiaries, principals, and beneficial owners, if any:
  - i. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
  - ii. (A) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (B) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
  - iii. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
  - iv. have not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any jurisdictions to which they are subject, and no action or inquiry concerning money laundering by or before any authority is pending;
- i. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Contractor. Furthermore, in performing the Services, the Contractor shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Contractor represents and warrants that neither Contractor nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;
- j. will not discriminate against any individual or group based on race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status. If any U.S. government funds are transferred under this Contract, Contractor is also subject to Title VI of the Civil Rights Act of 1964 and related statutes, which prohibit discrimination based on race, color, national origin, age, or disability in federally funded programs;
- k. if the Services involve new construction or alterations of existing structures or facilities, Contractor will ensure that the Services comply with the Americans with Disabilities Act (ADA), including the latest ADA Standards for Accessible Design and any other applicable accessibility requirements arising under federal, state, or local law;

- l. will not take any actions that might cause TNC to be in violation of the laws, statutes, regulations, or similar rules mentioned in this Section (collectively, “Applicable Laws”);
- m. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this Section change before or during the Contract Term; and
- n. will include provisions at least as restrictive as these in all permitted subcontracts (except for subcontracts purchasing commercially available, off-the-shelf goods or services).

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether the Contractor is at fault or not, TNC may terminate this Contract effective immediately upon written notice to Contractor, with no further obligation by TNC under this Contract, including payment, and TNC may pursue all available remedies under Applicable Laws.

- 15. **Governing Law; Forum.** This Contract and claims relating to this Contract will be interpreted, construed, and governed by the laws of the state in which the TNC Business Unit set forth on the first page this Contract is located (excluding such state’s choice of law principles, if any). In the event of any litigation over the interpretation or application of any of the terms of this Contract, litigation will be conducted in the state in which the TNC Business Unit set forth on the first page of this Contract is located.

16. **Miscellaneous Terms and Conditions.**

- a. **Notices.** Any notice, request, or demand made by either party to this Contract must be in writing and must be sent and deemed delivered as follows: (i) in person – delivered immediately; (ii) by mail, postage prepaid, certified (return receipt requested) – delivered three business days after sending; (iii) by a nationally recognized, next-day delivery service with tracking information and requesting next-business day delivery – delivered the next business day; or (iv) email – delivered the next business day.
- b. **Assignment; Subcontracting.** Contractor may not assign this Contract or subcontract any portion of the Services without TNC’s prior written consent, which may be granted via email or by the inclusion of the subcontract description in Exhibit A. TNC’s consent may be granted or withheld in TNC’s sole discretion.
- c. **Code of Conduct; Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC’s Code of Conduct found at [www.nature.org/codeofconduct](http://www.nature.org/codeofconduct). Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at [www.nature.org/tnchelpline](http://www.nature.org/tnchelpline).
- d. **Entire Agreement; Amendments; Order of Precedence.** This Contract will become binding when signed by both parties and, together with its exhibits, which are hereby incorporated into and made a part of this Contract, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, both oral and written, between the parties relating to the Services described in this Contract. Unless explicitly stated otherwise in this Contract, no amendment to this Contract, including a change in the Description of Services, will be effective unless in a writing signed by both parties. In the event of a conflict, priority will be given to documents in the following order: (i) provisions in the main body of this Contract; (ii) provisions of any exhibit pursuant to Section 17 below, if applicable; (iii) Description of Services set forth in Exhibit A; and (iv) any additional exhibits or attachments to this Contract.
- e. **Severability; No Waiver.** If any provision of this Contract is found to be invalid by a court of competent jurisdiction, the other provisions will not be affected by that finding. No delay in exercising any right or remedy under this Contract by either party will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under Applicable Laws.
- f. **Joint and Several Liability.** If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.
- g. **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete Contract.
- h. **Consent to electronic signatures.** Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under Applicable Laws, will be fully binding for all purposes.

- i. **Authorization to Sign.** Contractor represents and warrants that the person signing this Contract on behalf of Contractor is duly authorized to sign this Contract on Contractor's behalf.
- j. **Force Majeure.** This Contract may be immediately terminated by either party by providing written notice to the other party, and TNC shall pay Contractor for all Services that have been satisfactorily performed as of the date of termination, if acts of God, war, terrorism, widespread pandemics, or other similar circumstances make performance of the Contract illegal, commercially impractical, unsafe, or inadvisable.
- k. **Survival.** The "Liability; Indemnification," "Confidential Information," and "Intellectual Property" Sections of this Contract will survive the expiration or earlier termination of the Contract.

Choose a building block.

17. **Additional Terms and Conditions.** This Contract is further subject to the additional terms and conditions set forth in the following Exhibit C (and subsequent exhibits, in the event more than one option is selected):

- ☒ Additional Service Terms and Conditions Exhibit
- ☐ Data and Information Security Exhibit
- ☒ U.S. Government Laws and Regulations Exhibit
- ☐ State/Local Government Terms and Conditions Exhibit
- ☒ Private Funder Terms and Conditions
- ☐ Other: \_\_\_\_\_
- ☐ None

In consideration of the above, TNC and Contractor execute this Contract effective as of the later date of signature below.

Choose a building block.

**The Nature Conservancy**

**[Contractor's Name]**

By: (signature) _____	By: (signature) _____
Print Name: _____	Print Name: _____
Title: _____	Title (if applicable): _____
Date: _____	Date: _____

**Exhibits:**

Exhibit A: Description of Services  
 Exhibit B: Conflict Inquiry Form  
 Exhibit C: Additional Service Terms and Conditions Exhibit  
 Exhibit D: U.S. Government Laws and Regulations  
 Exhibit E: Private Funder Terms and Conditions

**Exhibit A**  
**Description of Services**

The Contractor will plant 6,000,000 containerized pine seedlings (2 million per year) over a 3-year period to be planted on private lands in the approximate boundary shown on the attached project map. The Vendor will line-up longleaf planting projects with private landowners where appropriate soils exist for longleaf planting and with those landowners interested in appropriately managing longleaf pine for at least 30 years. The Vendor will also reserve seedlings from PRT nursery, and ensure delivery and planting of the seedlings. Contractor will have all landowners sign Landowner Agreements and provide an electronic copy to TNC.

In addition to the plantings, Vendors will follow-up with each landowner approximately 1 year after planting to determine the percent survival of the longleaf planted. With approval of the landowner, Vendors will document geospatially the acreage planted to share with the TNC.

<b>Timeline</b>	<b>Activity</b>
April 2023	TNC chooses a reforestation contractor to contract for this project (contingent on NFWF award). PRT starts growing 2 million longleaf pine seedlings to be planted between November 2023-March 2024.
Spring-Fall 2023	The reforestation contractor is talking with landowners and lining up planting projects.
May - July 2023	TNC onboards the NFWF award and completes the contract with the selected Forester.
August 2023	The reforestation contractor invoices TNC for current tree planting projects with contracts and pays PRT a deposit for confirmed longleaf to be planted between November 2023-March 2024.
Nov 2023-March 2024	The reforestation contractor completes planting projects and sends TNC a landowner database for reporting. The reforestation contractor can invoice for any additional completed projects.
March 2024	PRT starts growing 2 million more longleaf pine seedlings to be planted between Nov 2024-March 2025.
Nov 2024-March 2025	The reforestation contractor completes planting projects and sends TNC an invoice and landowner database for reporting.
April-October 2025	The reforestation contractor conducts survival checks with 1 <sup>st</sup> landowners who planted Nov 2023-March 2024 and sends updated data to TNC for reporting.
March 2025	PRT starts growing 2 million more longleaf pine seedlings to be planted between Nov 2025-March 2026.
Nov 2025-March 2026	The reforestation contractor completes planting projects and sends TNC an invoice and landowner database for reporting.
March-July 2026	Forest Contractor conducts survival checks with 2nd year landowners who planted Nov 2024-March 2025 and sends updated data to TNC for reporting.
March-July 2027	Forest Contractor conducts survival checks with 3rd year landowners who planted Nov 2025-March 2026 and sends updated data to TNC for reporting.

**Exhibit B**  
**Conflict Inquiry Form**



**Exhibit C**

**Additional Service Terms and Conditions**

**(Note: Additional Service Terms and Conditions will be added based upon TNC's NFWF Award if they have pass-through provisions.)**

**Exhibit D**

**U.S. Government Laws and Regulations Attachment**

**(Note: This attachment will be included if the NFWF award includes public funding)**

**U.S. GOVERNMENT LAWS AND REGULATIONS.** Contractor understands that this Contract will be funded by U.S. Government funding and that Contractor shall be responsible for ensuring that all work/travel is carried out in compliance with any pertinent regulations and laws including but not limited to those listed below.

**A. RECORD RETENTION.** Financial records, supporting documents, statistical records, and all other records pertinent to this Contract shall be retained by Contractor for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**B. ACCESS TO RECORDS.** TNC, the U.S. Federal entity providing the funding from which this Contract will be paid, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, copies, and transcriptions. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

**C. DEBARMENT AND SUSPENSION.** No contract shall be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**D. CONTRACTOR LIABILITY.** Contractor assumes sole responsibility for reimbursement to the Conservancy or the U.S. Federal Government, whichever is appropriate, of a sum of money equivalent to the amount of any expenditures disallowed should TNC, the U.S. Federal entity providing funding, or any authorized agency rule, through audit exception or some other appropriate means, that expenditures from funds allocated to Contractor were not made in compliance with the provisions of this Contract.

**E. TRAFFICKING IN PERSONS.**

- (a) Contractor (including its officers, directors, employees and agents) must not -
  - (i) Engage in severe forms of trafficking in persons during the Contract Term;
  - (ii) Procure a commercial sex act during the Contract Term; or
  - (iii) Use forced labor in the performance of the Contract or in any subcontracts.
- (b) TNC may unilaterally terminate this Contract, without penalty, if Contractor is determined by TNC to have violated this provision through:
  - (i) Conduct that is either associated with performance under this Contract;
  - (ii) Conduct imputed to Contractor or his subcontractor.
- (c) Other Requirements:

(i) Contractor shall inform TNC immediately of any information received from any source alleging a violation of a prohibition in paragraph (a)(i) of this provision.

(ii) Contractor shall include the requirements of this provision in any subcontract made under this Contract.

(d) Definitions. For purposes of this provision:

(i) "Employee" means either:

A. An individual employed by Contractor or a subcontractor who is engaged in the performance of the project or program under this Contract; or

B. Another person engaged in the performance of the project or program under this Contract and not compensated by Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party.

(ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iii) "Severe forms of trafficking in persons" means (a) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or (b) the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(iv) "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

(v) "Coercion" means (a) threats of serious harm to or physical restraint against any person; (b) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (c) the abuse or threatened abuse of the legal process.

**F. CONSTRUCTION, REPAIR and FACILITIES IMPROVEMENTS.** If the activities funded by this contract involve construction, repair or facilities improvements, the following provisions may apply:

1. Davis-Bacon Act. If the value of this contract exceeds \$2,000, and if required by the U.S. Federal funding agency, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 - 3148) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
2. Federal Contractor Minimum Wage Requirement. If this contract is subject to the Davis-Bacon Act, the Service Contract Act, or is otherwise in connection with Federal property, land, or services to federal employees, Executive Order 13658 applies and all hourly/nonexempt employees directly working on this contract or performing support services must be paid the Federal Contractor Minimum Wage rate as established by the Department of Labor each year. This minimum wage requirement is subject to change, and Contractor must ensure that staff and any subcontractors are paid the minimum wage that is in effect.
3. Copeland Anti-Kickback Act. In any construction or repair contract, Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor

regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4. For construction or facility improvement contracts exceeding \$150,000 Contractor shall follow its own bid guarantee, performance bond, and payment bond requirements. For those contracts exceeding \$150,000, in situations where the Conservancy does not examine Contractor's bid guarantee and bonding requirements and has not notified Contractor that the U.S. Federal Government's interest is adequately protected, Contractor shall comply with 2 CFR 200.325.
5. Equal Opportunity. If this Contract meets the definition of a "federally assisted construction contract" as described in 41 CFR Part 60-1.3, Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**G. BYRD RULE ANTI-LOBBYING AMENDMENT.** If the value of this agreement exceeds \$100,000, Contractor shall certify, to the best of Contractor's knowledge and belief, that:

1. No U.S. Federal appropriated funds have been paid or will be paid, by Contractor or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection the underlying U.S. Federal award, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts under this Contract and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If the value of this agreement exceeds \$100,000 and the activities require the employment of mechanics or laborers, Contractor shall comply the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

**I. CLEAN AIR ACT.** If the value of this agreement exceeds \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations

must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**J. INVENTIONS.** If the work to be done under this contract involves the performance of experimental, developmental, or research work, Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*[End of U.S. Government Laws and Regulations Attachment]*

**Exhibit D**

**Private Funder Terms and Conditions**

**(Note: Private Funder terms and conditions will be added based upon TNC's NFWF Award if they have pass-through provisions.)**