

PVD Tree Plan

Request for Proposals for Consultants

Attachments

PVD Tree Plan Fact Sheet

This fact sheet will give you background about how we are currently communicating the goals of the PVD Tree Plan and planning process.

TNC Standard Contract

This is the standard contract for The Nature Conservancy. Final terms and requirements appropriate to the scope and tasks will be negotiated the selected consultant(s).

TNC Conflict of Interest Disclosure

The selected consultant will need to complete this form to finalize a contract.

PVDTreePlan

Community, Climate & Health

The urban forest plays a critical role in every area of Providence's sustainability. When strategically placed and maintained, our trees can reduce polluted stormwater run-off, improve air quality, provide cooling on high heat days, reduce electricity costs and urban heat island effect, sequester carbon, and create comfortable community gathering places.

The PVD Tree Plan will cultivate a community vision for a vibrant urban forest, an ecosystem of public and private partners to plant and care for trees, and a commitment to equitable distribution of the benefits of the urban canopy across all Providence neighborhoods. *Together we will craft a comprehensive plan to guide the City, the public, and stewards of our urban forest in proactively managing this resource to maximize its benefits.*



Smart Decisions with Mapping and Data Analysis

A robust and sustainable urban forest plan will require rigorous data analysis and expertise from urban forestry professionals. With the recently completed citywide street tree inventory, Providence will leverage that valuable data, partner with the State of Rhode Island to generate an updated analysis of the current urban tree canopy, and map community assets and vulnerabilities for a healthy urban forest. *This data collection and analysis will aid in the understanding of how Providence's urban forest has changed and determine the resources required to achieve our collective goals.*

Urban Forest Equity through Equity-Centered Community Partnerships

Like many cities, Providence's canopy coverage is not equitably distributed across neighborhoods. Our low-income neighborhoods have lower tree canopy coverage, and some of the highest asthma rates in the state. Building off of the City's 2019 [Climate Justice Plan](#) and its "Just Providence" framework, the PVD Tree Plan will combine an equitable and inclusive engagement process, meaningful community-led decision making and models of collaborative governance, and multi-stakeholder dialogue--in order to develop long-term sustainable approaches to health, resilience, equity, and quality of life in our city.



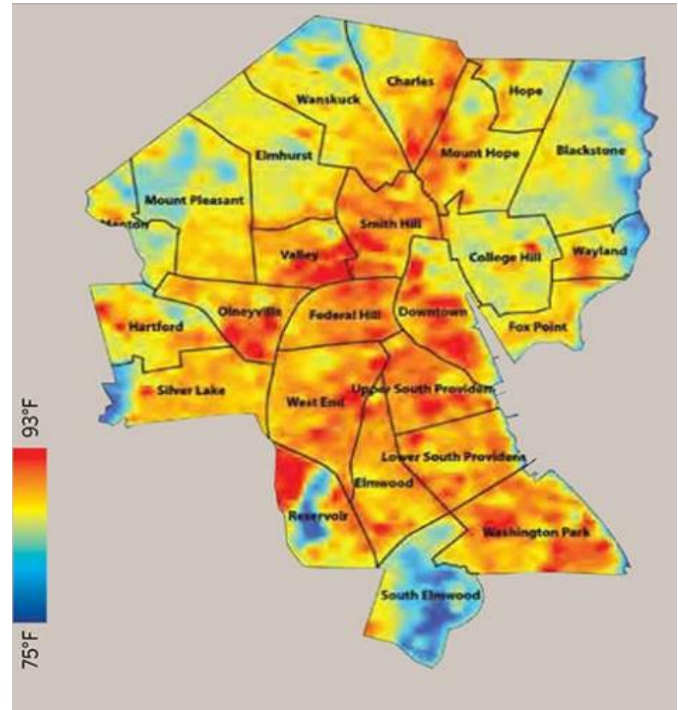
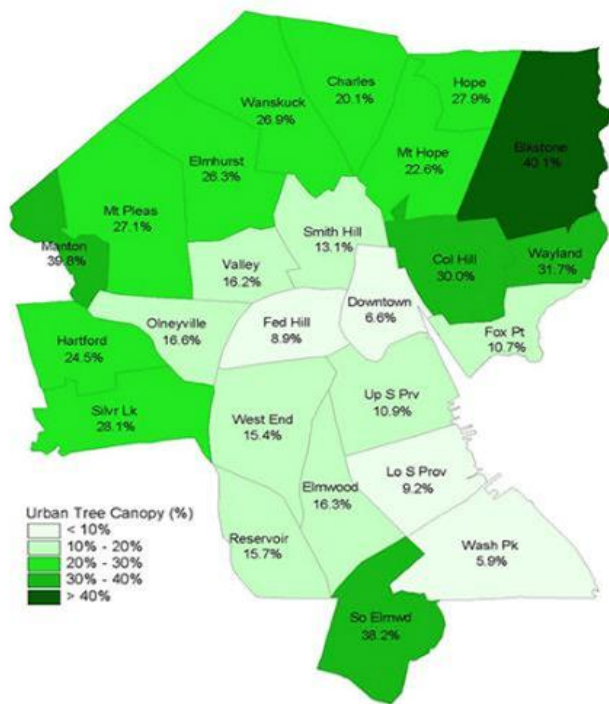
Sustainable Tree Care Strategies

Systematic street tree pruning and maintenance are essential to a healthy tree canopy and to public safety. The PVD Tree Plan will use the data analysis to improve strategies and identify equitable approaches to preventive city-wide tree care to maintain the long-term health and resilience of the tree canopy.

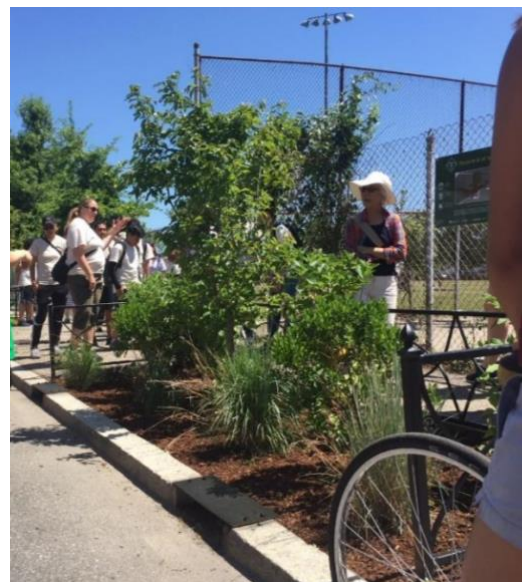
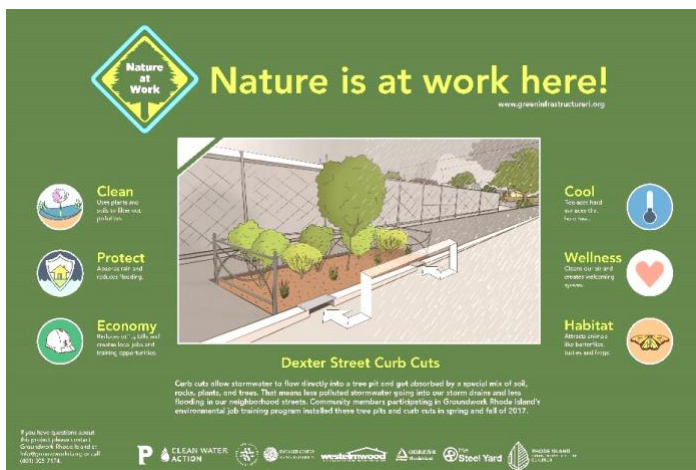
The plan will also pilot Youth Tree Stewardship Initiatives to gather feedback and provide community-based stewardship to trees in low-canopy neighborhoods. Youth urban forest ambassadors will provide critical connections to communities while also gaining valuable skills and work experience.



Providence Tree Canopy Distribution and Heat Island Effect



Tree canopy coverage in Providence neighborhoods ranges from less than 6% to more than 40%. That can have real health consequences on high heat days. Low canopy neighborhoods can feel nearly 20 degrees hotter than those with generous tree coverage. That difference can exacerbate asthma and other health conditions and put outdoor workers at risk. While efforts have been made to address these inequities through planting projects, a much larger, structural change and strategic effort is needed for Providence to reach its 30% canopy goal and create equitable city-wide canopy distribution. *The PVD Tree Plan* will develop the strategies to share the benefits and burdens of the urban forest equitably across all our neighborhoods.



As we expand the tree canopy in strategic locations, the urban forest plan will also promote innovative practices like the curb cut tree pits (as seen at Dexter Street in Providence) to prevent polluted stormwater run-off and reduce urban heat islands.

[STANDARD AGREEMENT: Contract for Services Long Form (U.S.)

INTENDED USE: This Standard Agreement is designed to be used to obtain services performed for TNC in the U.S. when (i) the agreement value is $\geq \$100,000$, or (ii) another Risk Factor is present and the [Standard Agreements by Risk Factor](#) table directs you to use this Form, either as a stand-alone agreement or by appending a special Attachment that is designed to address the relevant Risk Factor (see Section 4 of the Contract).

Regardless of the funding source, if the agreement value is $< \$100,000$ and there are no Risk Factors other than agreement value, this form or the [Contract for Services Short Form \(U.S.\)](#) may be used.

LEGAL REVIEW REQUIREMENTS: For purposes of this section, the term “Risk Factor” does not include “agreement value,” which is a Risk Factor but is specifically addressed through the dollar values cited below. References to “agreement terms” include any and all Attachments.

1. Private funds: Legal review is required if –
 - a. There is a Risk Factor and (i) the agreement terms are modified or (ii) the agreement value is $\geq \$100,000$; OR
 - b. There are no Risk Factors and (i) the agreement value is $\geq \$100,000$ and (ii) the agreement terms are modified;
OR
 - c. The agreement value is $\geq \$250,000$.
2. Public funds or private funds used as TNC match for public funds: Legal review is required if –
 - A. The agreement terms are modified, unless the agreement value is $< \$2,000$ and there are no Risk Factors; OR
 - B. The agreement value is $\geq \$100,000$.

All instructions and any other bracketed text should be deleted before the document is shared with the Contractor.]



Contract Number:											
Accounting Information –											
Project Name:											
Project-Award-Activity Number:											
Source of funds:	<table><tr><td>U.S. Government</td><td><input type="checkbox"/></td></tr><tr><td>State Government</td><td><input type="checkbox"/></td></tr><tr><td>Private as Gov't Match</td><td><input type="checkbox"/></td></tr><tr><td>Private Foundation</td><td><input type="checkbox"/></td></tr><tr><td>Private</td><td><input type="checkbox"/></td></tr></table>	U.S. Government	<input type="checkbox"/>	State Government	<input type="checkbox"/>	Private as Gov't Match	<input type="checkbox"/>	Private Foundation	<input type="checkbox"/>	Private	<input type="checkbox"/>
U.S. Government	<input type="checkbox"/>										
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Private Foundation	<input type="checkbox"/>										
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CONTRACT FOR SERVICES

This Contract is entered into by and between **The Nature Conservancy**, a nonprofit 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:	
Contact:	
Address:	
Telephone:	
Email Address:	

1. **Services.** Contractor agrees to perform the services described in **Exhibit A**, including any deliverables cited (collectively, the “Services”), in accordance with the “Standard Terms and Conditions” attached as **Exhibit B** and any other exhibits or attachments to this Contract, all of which are incorporated by reference into this Contract. In the event of a conflict between the terms of **Exhibit A** and any other terms of this Contract, including any other Exhibit or Attachment, such other terms will control. If any of the Services are to be performed on property that is not owned by Contractor or TNC, Contractor must obtain the property owner’s permission before entering upon such property. The parties acknowledge that none of the Services are to be performed or delivered outside of the United States.

2. **Payments.** TNC will compensate Contractor for the Services as follows:

[Choose one of the following options for subparagraph (a), fill it in, and delete the others:]

[Option A1:](a) Contract Fee. For all of the Services, TNC will pay Contractor a fixed fee (the “Contract Fee”) of \$_____ once all of the Services have been performed.

[Option A2:](a) Contract Fee. For all of the Services, TNC will pay Contractor a fixed fee (the “Contract Fee”) of \$_____ in accordance with the following schedule:

- (1) Initial advance following Contract execution: \$_____
- (2) Progress payment on _____: \$_____ *[Insert additional installments as needed]*
- (3) Final payment on completion of Services: \$_____

[Option A3:](a) Contract Fee. For all of the Services, TNC will pay Contractor a fee (the “Contract Fee”) not to exceed a total of \$_____, paid at the rate of \$_____ per [hour/day/item], based on invoices submitted to TNC no more frequently than monthly.

[Option A4:](a) Contract Fee. For all of the Services, TNC will pay Contractor a fee (the “Contract Fee”) in accordance with the terms set forth in **Exhibit A**.

[Choose one of the following options for subparagraph (b) and delete the others:]

[Option B1:](b) No Expense Reimbursement. Unless explicitly stated otherwise in this Contract, Contractor will not be reimbursed for any expenses it incurs in performing the Services.

[Option B2:](b) Expense Reimbursement. In addition to the Contract Fee, TNC will reimburse Contractor for its out-of-pocket costs in performing the Services, such as economy travel (with automobile mileage at current U.S. Federal rate), materials, supplies, and other out-of-pocket expenses, to the extent reasonably incurred by Contractor in performing the Services, provided that total reimbursable expenses may not exceed \$_____ (the “Reimbursable Cap”) without TNC’s prior written consent. Any unused materials or supplies paid for by TNC will remain the property of TNC and must be delivered to TNC at the end of the Contract term.

[Option B3:](b) Expense Reimbursement. In addition to the Contract Fee, TNC will reimburse Contractor for the expenses authorized in **Exhibit A** to the extent reasonably incurred by Contractor in performing the Services, the total cost of which may not exceed \$_____ (the “Reimbursable Cap”) without TNC’s prior written consent. Any unused materials or supplies paid for by TNC will remain the property of TNC and must be delivered to TNC at the end of the Contract term.

[Choose one of the following options for subparagraph (c) and delete the other:]

[Option C1 – use if Option B1 above is selected:](c) Invoices and Payments. Requests for payment of the Contract Fee must be submitted to TNC in the form of an invoice summarizing the work performed 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 completion of the 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, if requested by Contractor and subject to Contractor’s completion of TNC’s Vendor ACH Enrollment Form. *[Note to TNC contract manager: The form is available [here](#).]*

[Option C2 – use if Option B2 or B3 above is selected:](c) Invoices and Payments. Requests for payment of the Contract Fee and any authorized expense reimbursements must be submitted to TNC in the form of an invoice summarizing the

work performed and reimbursable expenses incurred during the invoice period. Any expenses authorized for reimbursement by TNC must be: (i) substantiated by proper and adequate documentation (such as receipts), unless waived by TNC; (ii) reasonable in amount; and (iii) related to and in furtherance of the Contract purposes. 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 completion of the 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, if requested by Contractor and subject to Contractor's completion of TNC's Vendor ACH Enrollment Form. [\[Note to TNC contract manager: The form is available here.\]](#)

3. **Contract Commencement and Expiration.** Unless otherwise indicated in **Exhibit A**, Contractor must begin performing the Services promptly after this Contract has been signed by both parties and must complete all of the Services no later than _____, 20____ or, as to specific tasks, such earlier date(s) as may be specified in **Exhibit A** (provided that no work may commence before the later signature date below). Any deadline(s) set forth in **Exhibit A** may be extended only with TNC's prior written consent. This Contract will expire automatically once all the Services have been completed and final payment by TNC has been made. Upon such expiration, the parties will have no further rights or obligations under this Contract, except as otherwise provided herein.

[Include this section only if (a) you are including a special Attachment prepared by the Legal Department to address a particular Risk Factor (see first optional Attachment below), or (b) one or more of the listed funding sources is involved (see optional Attachments 2-4 below). Otherwise, delete.]

4. **Additional Terms and Conditions.** This Contract is further subject to the additional terms and conditions set forth in the Attachments selected below:

- ☐ Additional Service Terms and Conditions Attachment
- ☐ U.S. Government Laws and Regulations Attachment *(Grants Specialist review is required)*
- ☐ State/Local Government Terms and Conditions Attachment *(Grants Specialist review is required)*
- ☐ Private Funder Terms and Conditions *(Legal review may be required – consult your TNC attorney)*

[\[Note: If you are using private funds used as TNC match for public funds received by TNC, be sure to include the U.S. Government Laws and Regulations Attachment and secure Grants Specialist review.\]](#)

[If Contractor is a corporation, partnership, LLC, or other legal entity, use this set of signature blocks:]

The Nature Conservancy

[Contractor]

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

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

[If Contractor consists of one or more individuals, use this set of signature blocks (including additional blocks, as necessary):]

The Nature Conservancy

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

(signature)
Print Name: _____
Date: _____

[For a "dba" Contractor, use this set of signature blocks:]

The Nature Conservancy

By: _____
(signature)
Print Name: _____
Title: _____

_____, doing business as "_____"
[\[Type signer's name above and then the business name\]](#)

(signature)

Date: _____

Date: _____

Exhibit A
Description of Services

[To be completed by TNC project manager]

[INSTRUCTIONS]: The Description of Services is a vital part of the Contract and must be drafted carefully to ensure that (A) the parties' expectations are clear, and (B) TNC has a sound basis for evaluating whether the Contractor has performed the Services completely and is entitled to compensation according to the Contract's payment terms. Individuals who are not part of the contract process should be able to understand the Description of Services without having to ask a lot of questions, so that if the original personnel involved in preparing the Contract are not available for some reason the parties can still perform their respective obligations under the Contract with relative ease.

When drafting the Description of Services, please use the following general guidelines:

Provide clear and specific descriptions of —

- ✓ The work to be performed, including items to be delivered and/or tasks to be completed.
- ✓ A timeline for completing the work, including due dates for specific deliverables and tasks (if applicable).
- ✓ The payment terms, if "Option A4" is selected under Section 2(a) of the Contract. Note: Payments should be tied to specific deliverables or other performance milestones (i.e., up-front payments should be avoided or kept as small as possible).

Avoid —

- ✓ Attaching the Contractor's proposal.
- ✓ Unnecessary or repetitive information (e.g., Contractor qualifications, payment terms if already stated in Section 2(a) of the Contract).
- ✓ Vague/ambiguous terms (i.e. "assist," "help", "try").
- ✓ Statements that contradict other Contract terms, including those in any other Exhibit (e.g., governing law, confidentiality, general prohibition against assignment).]

Exhibit B
Standard Terms and Conditions

1. Conflict of Interest Determination. Contractor represents that to the best of its knowledge the information it has provided on TNC's Disclosure Form, now or up to two years prior to the commencement date of this Contract, is true and correct.

2. Independent Contractor. The parties intend this Contract to create an independent contractor-client relationship and Contractor is solely responsible for the conduct and control of the Services and fulfilling its duties and obligations under this Contract. Contractor is not an agent or employee of TNC, and no 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.

3. Performance of Work. Contractor represents that it is qualified and willing to perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor will not be paid for any Services found by TNC to be unsatisfactory.

4. Assignment; Subcontract. Contractor may not assign this Contract or subcontract any portion of the Services without TNC's prior written consent, which may be withheld in TNC's sole discretion. TNC's consent to the use of a particular subcontractor or subcontractors may be provided to Contractor by email. Contractor is responsible for the complete performance of the Services notwithstanding the use of any permitted subcontractors or work performed by anyone else under Contractor's direction or control.

5. Termination. TNC may, in its sole discretion, terminate this Contract at any time upon two weeks' notice to Contractor. Upon receipt of such notice, Contractor must cease all work immediately and TNC will pay Contractor for any Services satisfactorily completed, as determined by TNC, as of the termination date. 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 law or TNC's policies or operating procedures, then TNC may immediately terminate this Contract by notice to Contractor. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under applicable law, recover damages from Contractor resulting from Contractor's default and may offset any amounts payable to Contractor against such damages. Regardless of the reason for termination under this Section, any advance payments by TNC for Services not satisfactorily completed by Contractor as of the date on which Contractor receives notice of termination must be promptly returned to TNC.

6. Liability and Indemnification. Contractor acknowledges that it is entering into this Contract and performing the Services entirely at its own risk. Contractor agrees to indemnify, hold harmless and defend TNC and its directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, actions, 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 shall not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of TNC or any other Indemnified Party. The provisions of this Section 6 will survive the expiration or earlier termination of this Contract.

7. Insurance. Before commencing any work under this Contract and throughout the term of this Contract, Contractor must have and maintain the following insurance policies:

- A. Workers' Compensation: Workers' compensation insurance coverage as required by the laws of all states where Contractor performs the Services.
- B. Commercial General Liability: Commercial general liability insurance of at least \$1,000,000 per incident, written on an occurrence basis. Contractor's insurance policy must cover the activities that are the subject of this Contract, including any related Claims.
- C. Automobile Liability: 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: If Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services), professional liability insurance with a liability limit of not less than \$1,000,000.
- E. Umbrella Coverage: If the Contract Fee is \$100,000 or more, or if requested by TNC, umbrella coverage of at least \$4,000,000.

Contractor's policies must be primary insurance to any other valid and collectible insurance available to TNC with respect to any Claim arising under this Contract. Contractor is responsible for payment of all insurance deductibles and retentions for the policies. Contractor must have TNC named as an additional insured under Contractor's commercial general liability insurance policy on a primary, non-contributory basis. Before any work commences or payments are made under this Contract, the foregoing requirements

must be evidenced by one or more Certificates of Insurance, Additional Insured Endorsement(s), and any other documentation deemed reasonably necessary by TNC to ensure such requirements have been met. Contractor must provide TNC with 30 days' advance written notice of any cancellation(s), renewal(s), or reduction in limits or coverage or other material change of the policies.

[NOTE: The following Standard Agreement language is designed to address those situations where TNC wants to own the rights to any intellectual property created or otherwise produced by the Contractor in performing the Services. For any other transaction involving the creation, licensing, distribution, reproduction, display, or other use of TNC's or another party's intellectual property, please consult your TNC attorney. In addition, if the work of the Contractor relates to a patentable invention (see [Patents Guidance on Legal Connect](#)), please consult your TNC attorney before sending the Contract to the Contractor.]

8. Intellectual Property Rights.

A. Works Made for Hire. With the exception of works that are original to or otherwise owned by Contractor prior to the commencement date of this Contract, all right, title, and interest, including copyright, in any reports, studies, photographs, software (including programming codes), drawings, designs, writings, or other works or documents produced in performing the Services, along with all related drafts, versions, and other material created as part of the Services (collectively the "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, through this Contract, unconditionally assigns to TNC and its 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) throughout the world in perpetuity. Contractor further assigns to TNC all rights in any supporting data and material used in creating the Works, if and to the extent that the copyright is not held by others. Contractor also grants to TNC a worldwide, non-exclusive, royalty-free, perpetual license to use any works created or otherwise owned by Contractor prior to the commencement date of this Contract that are used to produce, or are otherwise incorporated into, the Works.

B. Delivery of Works and Other Documentation. Upon request from TNC, Contractor must deliver to TNC (i) all tangible copies (including digital copies) of the Works or any portion of the Works, supporting data, or material not previously delivered to TNC, and (ii) any further documentation of TNC's ownership of the Works as provided under this Contract as may be requested by TNC.

C. Authorized Use by Contractor. Contractor may use the Works, supporting data and material only with TNC's prior written consent, and any such use must include an

acknowledgment that the Works, supporting data, and material used are the property of TNC. Notwithstanding the preceding sentence, to the extent that any portion of the Works consists of research reports or studies, Contractor may use, publish or distribute that portion of the Works in academic papers and scientific or academic journals, with or without co-authors, provided that Contractor acknowledges that funding for such research reports or studies was provided by TNC.

D. Warranty. Contractor warrants to TNC and covenants that (i) the Works will be original to Contractor alone and will not infringe the intellectual property rights of others, and (ii) to the extent that the Works contain any intellectual property owned by others, Contractor has been authorized, by license or otherwise, to assign or license to TNC the rights described in this Contract.

9. **Use of TNC Name and Logo**. 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 the extent reasonably necessary in order to perform the Services; (b) in order to deliver invoices or other notices to TNC; and (c) if and to the extent otherwise explicitly stated in this Contract.

10. **Confidential Information**. In performing the Services, Contractor might have access to materials, data, strategies, trade secrets, proprietary information, systems, or other information relating to TNC and its programs that are intended for internal use only. Contractor may not, without TNC's prior written consent, use, publish, or divulge any such information to any person, firm, or corporation, or use it in any advertising or promotion regarding Contractor or Contractor's services, unless required to do so by law or by a court of competent jurisdiction or if such information becomes part of the public domain. Contractor must return to TNC promptly upon completion of the Services any and all TNC confidential information Contractor has in its possession.

11. **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 its employees any U.S. Federal, state, or local income tax or payroll 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 law.

12. **General Compliance with Laws**. Contractor represents, warrants and covenants as follows, wherever applicable to the performance of the Services: (a) Contractor can lawfully work in the United States; (b) Contractor will obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required to perform the Services; and (c) Contractor will comply with all U.S. statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements, the state(s) in which the Services are performed (and the state in which the TNC Business Unit

set forth on the first page of this Contract is located, if different), and any other U.S. jurisdiction(s) in which Contractor is organized or authorized to do business. Contractor must not take any actions that might cause TNC to be in violation of any such laws.

13. Preventing Terrorist Financing - Implementation of E.O. 13224.

Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the U.N. Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all permitted subcontracts.

14. Notices. Any formal notice, request, or demand made by one of the parties pursuant to this Contract (each, a "Notice") must be in writing and given to the respective named contact above by at least one of the following delivery methods: (a) in person, (b) certified mail (return receipt requested, postage prepaid), (c) nationally recognized next day delivery service, or (d) electronic mail ("email"). A Notice will be deemed given: (1) immediately, if delivered in person; (2) if sent by certified mail, on the earlier to occur of: (i) the date of first attempted delivery; or (ii) the third business day after being deposited in the mail; (3) if sent by next day delivery service, on the following business day; and (4) if sent by email, on the date it is transmitted, unless the transmission is completed on a non-business day or after 5:00 p.m. in the recipient's time zone, in either of which cases it will be deemed given on the next following business day.

15. Binding Effect; Amendments. This Contract will become binding when signed by both parties. This Contract supersedes

all prior or contemporaneous communications and negotiations, both oral and written, and constitutes the entire agreement between the parties relating to the activities described in this Contract. No amendment will be effective except in writing signed by both parties.

16. Governing Law; Forum. This Contract and claims relating to this Contract, whether based on contract, tort, or other law, will be interpreted, construed and governed by the laws (excluding choice of law provisions) of the state in which the TNC Business Unit set forth on the first page of this Contract is located, and such other U.S. laws as are applicable. 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.

17. 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 will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under applicable law.

18. 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.

19. Counterparts; Facsimile Signatures. 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. Facsimile, scanned, and digital or electronic signatures on this Contract and any related documents (other than those to be recorded, if any) will be fully binding for all purposes under this Contract.

[End of Exhibit B]

[Include this Attachment only if the Contract involves a Risk Factor for which the Legal Department has prepared a special Standard Agreement Attachment – see [Standard Agreements by Risk Factor.](#)]

Additional Service Terms and Conditions Attachment

[Include this Attachment only if the Contract is being funded in whole or in part with U.S. Federal funds or private funds used as TNC match for public funds received by TNC.]

U.S. Government Laws and Regulations Attachment

[INSTRUCTIONS FOR TNC PROJECT MANAGERS: Sections A-L must be included in every contract issued under a U.S. Federal award. Section M applies only to EPA-funded contracts. Please consult with your attorney and Grants Specialist if the Contract is being issued under a U.S. Federal procurement contract.]

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 CERTIFICATION. 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. Contractor certifies, by signature on this Contract, that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal department or agency. Where Contractor is unable to certify to this statement, Contractor shall attach an explanation to this Contract, and, at the Conservancy's option, this Contract shall become null and void.

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 the funding agency 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 applicable cost principles and regulations of the funding agency, or the provisions of this Contract.

E. ENERGY EFFICIENCY. Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the relevant state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S. 6201).

F. TRAFFICKING IN PERSONS:

(a) Contractor (including the employees of Contractor) 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.

G. EQUAL EMPLOYMENT OPPORTUNITY. 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."

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

1. 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. Minimum Wage Requirement. With the exception of workers exempted from this requirement by 29 C.F.R. Part 10, if the value of this contract exceeds \$2000, all hourly/nonexempt employees directly working on this contract must be paid at least \$10.35 minimum wage. In addition, workers performing "support services" in connection with this contract who are hourly/nonexempt workers must be paid at least \$10.35 an hour.
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.

I. 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.

J. 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).

K. 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).

L. 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.

[Insert in any contract using EPA funds – otherwise delete:]

M. USING DISADVANTAGED BUSINESS ENTERPRISES (DBEs). Contractor shall make good faith efforts whenever procuring construction, equipment, services and supplies including:

- (a) Ensuring DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Making information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Considering in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encouraging contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Using the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

Records documenting compliance with the above good faith efforts shall be retained in accordance with Section "A" above.

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

[Include this Attachment only if the Contract is being funded in whole or in part with State or Local government funds, and work with your Grants Specialist on the specific terms and conditions that need to be passed through to the Contractor.]

State / local Government Terms and Conditions Attachment

[Include this Attachment only if the Contract is being funded in whole or in part with funds received from a Private Funder that requires TNC to flow down to its contractors certain legal terms and conditions. [Legal review may be required – please consult your TNC attorney.](#)]

Private Funder Terms and Conditions Attachment

The Nature Conservancy

CONFLICT OF INTEREST DISCLOSURE FORM

[Read and delete] The date in Section 1(a) is changed annually at the start of each fiscal year and the attached list of key employees and Board members is updated periodically. Please confirm that you have the most recent form, then DELETE this instruction before using the form. [Click here](#) to access this form in Spanish, Portuguese, Chinese, and Bahasa Indonesian.

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 this form.

TRANSACTION *(TNC staff complete transaction section)*

For **Real Estate transactions**, describe the property, its size and the type of deal (e.g., purchase or sale, gift, fee, easement, or other).

For **all other transactions**, describe the type of agreement (e.g., service contract, grant from TNC to grantee, etc.).

Total dollar value of transaction: \$ _____

[For cashless barter transactions, provide the value of the benefits being provided each party.]

STEP 1: ORGANIZATION TYPE

Please check the box to indicate the type of party for which this form is being completed, list all individuals and/or organizations that will be involved in this transaction. An "organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation or unincorporated entity of any kind, a foundation, public board, commission, and a 501(c)(3) or other charitable organization.

- ☐ **Individuals (list all, then complete Section 1):** _____
- ☐ **For Profit Organizations (list all, then complete Section 2):** _____
- ☐ **Not for Profit Organizations (list all, then complete Section 3):** _____

STEP 2: QUESTIONS

Complete the applicable section of questions below. Individuals complete Section 1. For Profit Organizations complete Section 2. Not for Profit Organizations complete Section 3. **Note:** Please refer to the attached list of TNC key employees and current and prior members of TNC's Board of Directors when completing the rest of this form.

Section 1. INDIVIDUALS: Please check all that apply and attach an explanation for any "Yes" answers.

	Yes	No
a. Are you now, or have you been at any time since July 1, 2013, a TNC "key employee" or a member of the TNC Board of Directors as identified on the attached list?		
b. Are you now or have you been in the last 12 months a TNC employee (other than a key employee), a Chapter Trustee or member of a Country Program Advisory Council ?		
c. Have you contributed to TNC U.S. \$5 million or more during the current fiscal year (July 1 – June 30), or U.S. \$25 million or more, cumulatively, in the current fiscal year and the prior four fiscal years?		
d. To your knowledge, are you a Family Member of any individual identified in paragraph a, b or c above? (For these purposes, the term "Family Member" includes the individual's spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; and any person with whom the covered person shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the covered person.)		

Section 2. FOR PROFIT ORGANIZATIONS:

Please check all that apply and attach an explanation for any "Yes" answers.

	Yes	No
a. Has the organization made total aggregate contributions to TNC (i) U.S. 5 million or more during the current fiscal year (July 1 – June 30), or (ii) U.S. \$25 million or more, cumulatively, during the current fiscal year and the prior four fiscal years?		
b. Now or at the time of the proposed transaction, does or will any Substantial Contributor (as defined in 1.c.); TNC employee (includes former TNC employee who left within the last 12 months) ; member of TNC's Board of Directors or key employees (see list attached) ; or TNC Chapter Trustee or Advisory Council member (includes former ones who served within the last 12 months) , individually or collectively with other such persons (including Family Members of such persons; see Section 1(d) above for definition of Family Members), own more than 35% of the stock or value of the organization (directly or indirectly), or have the legal or <i>de facto</i> power to exercise a controlling influence over the organization's management or policies , e.g., as an officer, key management employee, board member or partner?		
c. Now, or at the time of the proposed transaction, have or will any members of TNC's current Executive Team or Board of Directors (see attached list) serve as: <ul style="list-style-type: none"> an officer, director, trustee, key employee, or partner; or if the entity is a limited liability corporation, a member; or if the entity is a professional corporation, a shareholder? 		

Section 3. NOT FOR PROFIT ORGANIZATIONS

Please check all that apply and attach an explanation for any "Yes" Answers.

	Yes	No
a. Now or at the time of the proposed transaction, have or will any Substantial Contributor (as defined in 1.c.); TNC employee (includes former TNC employee who left within the last 12 months) ; member of TNC's Board of Directors or key employees (see list attached) ; Chapter Trustee or Advisory Council member (includes former ones who served within the last 12 months) , or Family Members of any of these, individually or collectively, have the ability to control management of the entity? See Section 1(d) above for definition of Family Members.		

STEP 3: COMMENTS

Please explain any "Yes" answers checked above.

Individuals who in the current fiscal year (FY20) are or during the preceding five fiscal years have been a Conservancy “key employee” or a member of the Board of Directors:

Key Employees

James Asp
David Banks
Charles Bedford
Michelle Beistle
Giulio Boccaletti
Matt Brown
Maria Damanaki
Michael Doane
Andrea Erickson-Quiroz
Santiago Gowland
Sherri Hammons
Wisla Heneghan
Jack Hurd
Marianne Kleiberg
Richard Loomis
Joyce Ma
Pascal Mittermaier
Hugh Possingham
Aurelio Ramos
Lynn Scarlett
Heather Tallis
Michael Tetreault
Leonard Williams
Heather Wishik

Other/Former Key Employees

Justin Adams
Kacky Andrews
Karen Berk
Mark Burget
Mario D’Amico
Addison Dana
William Ginn
Lynne Hale
Steve Howell
Peter Kareiva
Joe Keenan
Michelle Lakly
Robert McKim
Brian McPeck
Glenn Prickett
Lois Quam
Angela Sosdian
Michael Sweeney

Mark Tercek
Marc Touitou
Peter Wheeler
Janine Wilkin
Heather Zichal

Current Board of Directors (FY ‘20)

Shona L. Brown
Laurence Fink
William Frist
Joseph H. Gleberman
Harry Hagey
Margaret Hamburg
Sally Jewell
Nancy Knowlton
Andrew Liveris
Jack Ma
Claudia Madrazo
Craig McCaw
Ana M. Parma
Douglas Petno
Vincent Ryan
Brenda Shapiro
Thomas J. Tierney
Moses Tsang
Frances A. Ulmer
Margaret C. Whitman
Ying Wu

Prior Board Members (FYs ’15-’19)

Teresa Beck
David Blood
Gretchen C. Daily
Steven A. Denning
Jeremy Grantham
Frank E. Loy
Jane Lubchenco
Thomas J. Meredith
Thomas Middleton
Stephen Polasky
Roberto Hernández Ramirez
Muneer A. Satter
Rajiv Shah
Mark Tercek
P. Roy Vagelos

STEP 4: SIGNATURES

The undersigned certifies that the information in the disclosure form is true and correct to the best of his/her knowledge.

Signatures for For Profit or Not for Profit Organizations:

Name of Organization: _____

Signature: _____

Printed name of person: _____

Title: _____

Date: _____

Signatures for Individuals:

Signature: _____

Printed name: _____

Date: _____

Signature: _____

Printed name: _____