

The Nature Conservancy's

Request for Qualifications

Request for Qualifications (RFQ) - for professional engineering, design and permitting services related to Living Shoreline Community Assistance Program in coastal South Carolina (SC).

DATE: December 12, 2025

TNC RFQ No.: SC202512-A109232



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1.0 INTRODUCTION

The Nature Conservancy in South Carolina (TNC-SC) has been a leader in living shorelines research, permit development, and implementation for more than 15 years. In 2023, TNC-SC was awarded grant funding through the National Oceanic and Atmospheric Administration's (NOAA) Transformational Habitat and Coastal Resilience grant program (FAIN: NA23NMF4630075) to increase the scale and accessibility of living shorelines and nature-based solutions across coastal South Carolina.

This significant investment aligns with TNC's mission to protect land and water on which all life depends. Through this multi-year grant program, TNC-SC is excited to offer private landowners and communities the opportunity to protect their properties and community spaces from shoreline erosion through the implementation of living shorelines. Utilizing federal funding, TNC-SC has established the Living Shoreline Community Assistance Program (CAP). Selected homeowners and communities will receive the following services from TNC-SC and its contractors:

- The assessment of individual sites through an online application and property site visit
- Permitting responsibilities
- Engineering survey and design
- Installation of living shorelines for qualifying projects
- Pre- and post-monitoring of selected sites

Since June 2025, TNC-SC has been accepting applications for the CAP. TNC-SC staff and program ambassadors have begun application review and are prioritizing applications which fit the following criteria:

- Private landowners on waterfront property experiencing shoreline erosion and require financial assistance to address it.
- Under-resourced communities and neighborhoods with waterfront public spaces experiencing shoreline erosion.
- Small businesses and organizations on waterfront property experiencing shoreline erosion.
- Culturally significant sites threatened by shoreline erosion.

As the next step in the program's development, TNC- SC is seeking to contract a qualified engineering company to provide site selection, engineering, design, and permitting services for the Living Shorelines Community Assistance Program.

TNC-SC submits this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQs) from qualified engineering companies licensed within the state of South Carolina (Respondents) interested in working with TNC-SC to provide professional engineering services related to site selection, planning, desktop analyses and data collection, landowner engagement, survey, modeling, design, and permitting for TNC-SC's Living Shorelines Community Assistance Program.

The purpose of this RFQ is to solicit SOQs that will enable TNC-SC to determine which Respondents: (i) are willing to enter into such an agreement with TNC-SC, and (ii) are most qualified to provide services to TNC-SC under an agreement for selecting, designing, coordinating,

and permitting living shoreline projects in South Carolina under the Living Shorelines Community Assistance Program. This agreement does not impose any financial obligations on TNC-SC or any performance obligations on Respondents for any specific project until such time as a specific task order/addendum is issued by TNC-SC and accepted by Respondent.

Respondents' SOQs must meet all requirements established by this RFQ, except to the extent that TNC-SC, in its sole discretion, issues a waiver of one or more requirement under this RFQ. Requirements of this RFQ generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with a Respondent's SOQ. Failure to meet an RFQ requirement may render a Respondent's SOQ non-responsive while the extent to which a Respondent meets or exceeds the evaluation criteria established by this RFQ will be rated by TNC-SC's Selection Team and be reflective of the Selection Team's scoring of Respondents' SOQs, as determined at the Selection Team's sole discretion.

Execution of one or more definitive agreements pursuant to this RFQ shall be subject at all times to the application of, and compliance with, TNC's internal policies and procedures. TNC may elect, at its sole discretion, to enter into agreement with more than one Respondent. Conversely, TNC retains the discretion to select a single Respondent to enter into an agreement pursuant to this RFQ or to engage none of the Respondents if the qualification criteria established in this document are not met, as determined by TNC in its sole discretion. The services to be provided to TNC pursuant to any agreement entered into under this RFQ are non-exclusive; TNC retains the right to, and will, enter into agreements and contracts for the provision of the engineering services to TNC (including, without limitation, the project types and tasks described in this RFQ) separate and apart from the procurement, if any, made hereunder.

This project is federally funded, and therefore, any agreement(s) executed pursuant to this RFQ will be subject to the US Government Laws and Regulations included as Attachment A and the NOAA Additional Conditions included as Attachment B.

2.0 PROJECT TYPES AND TASKS

The types of shorelines submitted under the CAP vary in degree of erosion, slope, sediment type, and other coastal features. Therefore, each site selected will require its own unique design, engineering, and permit. TNC-SC seeks an engineering firm to assist in the selection of the most appropriate sites and provide professional services to create a sealed/stamped design for up to 30 habitat enhancing shoreline stabilization/restoration projects across the South Carolina coast, manage permit applications and critical area designations as required by permitting agencies, and pre-construction and as-built surveys upon construction completion. The agreement will be on a lump sum, fixed price basis (or "not to exceed" basis), with payment terms to be negotiated with the selected consultant. The maximum amount of engineering fees/funds will be determined by TNC-SC in consideration of the grant award funding.

Consultant services will generally include but are not limited to:

2.1 TASK ONE: SITE SELECTION FROM APPLICATION POOL

Utilizing federal funding, TNC-SC has a limited budget for the CAP, and the number of applicants selected for living shoreline installation will be dependent upon the cost at each site. As such, the

consultant will work with TNC-SC to assess the applications and determine the most feasible projects, considering both suitability for a living shoreline and budget constraints. This will require the consultant to develop cost-estimates for each site, to determine the number of projects able to be completed with the federal funding.

TNC-SC staff are already conducting initial site visits to document conditions and speak with property owners. The consultant will have access to the application information and initial site visit documents and photos to help with the assessment. Additional site visits can be scheduled as needed to gather more information, and the consultant is expected to use desktop analyses or additional modeling that may help inform suitability of each site.

Deliverable: Selected sites from applicant pool that are suitable for living shoreline placement and cumulatively fit within the budget for the CAP.

2.2 TASK TWO: DESIGN AND ENGINEERING

Consultant will develop a 30% design for each site selected in Task One that will be reviewed by TNC-SC and the property owner.

Upon agreement of the 30% design, TNC-SC and the consultant will conduct 1-3 site visits during this phase to collect information necessary to produce 90% final sealed/stamped designs to be submitted to permitting agencies. This can include but is not limited to, location and vicinity maps, standard note sheets, site plans, living shoreline design and installation plans, marsh restoration plans, maintenance activity plans, erosion and sediment control plans, representative cross section plans, structural notes, and passive recreation access points.

Design Notes: Design should provide sufficient detail, including reef structure dimensions, necessary materials, to develop specifications for project construction. TNC-SC anticipates most living shorelines designed will involve the use of manufactured wire reefs (MWR) or Oyster Castles. Other materials may be used as deemed necessary and as fitting within the budget of the grant.

Any devices used to attenuate wave energy or stabilize shoreline sediments must be constructed of material that will 1) remain in place, 2) provide attachment substrate for spat and habitat opportunities for other marine life, 3) be able to be installed manually by a crew. Any reef structures may be emergent at times, and warning safety signage will be installed on reef segments in accordance with U.S. Army Corps of Engineers and the U.S. Coast Guard.

Other Considerations: Final designs must include consideration of shoreline characteristics along neighboring properties and ensure no negative effects to the shoreline outside of the project footprint.

Deliverables: 30% and 90% designs for each site selected in Task One.

2.3 TASK THREE: PERMITTING

Consultant is expected to engage in pre-permitting meetings with TNC-SC and permitting agencies. Once sealed/stamped designs have been prepared, completed, and agreed upon, the selected consultant will work with TNC-SC Project Manager to obtain regulatory permits necessary for project implementation as directed by the South Carolina Department of Environmental Services (SCDES) and US Army Corps of Engineers, and the SC Department of Natural Resources. It is

anticipated that prior to the Living Shorelines Permit, a Critical Area Designation will need to be established for each property through SCDES. The selected consultant will prepare and submit the BCM critical area permit packages prior to submitting the living shoreline permit through SCDES.

Deliverables: Permit packages for each of the sites selected in Task One.

2.4 TASK FOUR: SURVEYS

As needed, consultant will acquire pre-construction surveys to assist in the design and permitting of the project and as-built surveys after installation of the living shoreline for permitting requirements.

Deliverables: Pre-construction and as-built surveys for each of the sites selected in Task One.

2.5 TASK FIVE: PROPERTY OWNER GUIDANCE

Not all applicants will be selected for the CAP, nor will all shorelines submitted be suitable for a living shoreline under the SCDES regulatory definition. To maintain positive relationships with property owners in need along the South Carolina coast, TNC-SC will provide a list of resources and/or technical guidance to those property owners not selected. The consultant will assist in developing this list of resources and guidance, which will be dependent on the types of shorelines in the applicant pool.

Deliverables: A guidance document for property owner applicants not selected for the CAP that provides them with resources and technical guidance on their shoreline erosion concerns.

3.0 CONTENTS OF STATEMENTS OF QUALIFICATIONS

This Section describes specific information that must be included in Respondent's Statement of Qualifications.

3.1 General Information

The SOQ phase of the selection process is intended to enable Respondents to demonstrate their qualifications to perform the Project Types and Tasks set forth in Section 2.0, as well as their willingness to enter into an agreement to assist TNC-SC with the Living Shoreline Community Assistance Program. Respondents are advised that responsive SOQs should include specific information that will demonstrate the qualifications and experience required by this RFQ. Respondents should note that it is not the intent of TNC-SC to receive project-specific design or engineering recommendations as part of this RFQ. As part of TNC-SC's review and evaluation process for SOQs, TNC-SC reserves the right to conduct an independent investigation of any information, including prior experience, identified in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means. TNC-SC also reserves the right to request additional information from a Respondent during the evaluation of that Respondent's SOQ or after interviewing short-listed candidates.

3.1.1. Letter of Submittal - The Letter of Submittal shall be on the Respondent's letterhead and identify the full legal name and address of the Respondent. The Respondent identified will be the legal entity with whom future potential contracts or agreements will be entered

into with TNC-SC. The Letter of Submittal shall be no more than 3 pages and signed by Respondent's Principal Officer (as defined below) and contains the following information:

- Identify the name, title, address, telephone number, and e-mail address of an individual who will serve as the Point of Contact (POC) for the Respondent.
- Identify the name, address and telephone number of the individual who will serve as the Principal Officer of the Respondent; the Principal Officer is the individual who has the authority to bind Respondent and will execute any potential future contract or agreement with TNC-SC (e.g. President, Treasurer, Chair of the Board of Directors).
- Identify whether the Respondent is a corporation, limited liability company, general partnership, joint venture, limited partnership, or other form of legal entity, its state of formation and principal place of business, the U.S. state(s) in which the Respondent is admitted or qualified to conduct business, and whether it has any subsidiaries or affiliated entities (with the name, principal place of business and state of formation for such entities).
- Identify whether the Respondent has licensed engineers in South Carolina.

3.1.2. SOQ narrative The SOQ narrative should address the evaluation criteria in the order in which they appear in Section 3.2 Evaluation Criteria (10 pages maximum).

3.1.3. Additional Information Responses to requests in this Section are for purposes of confirming whether Respondent is a responsible offeror and are not scored as part of the evaluation phase. Respondents should address the request for additional information in the order in which they appear in Section 3.3 Additional Information (3 pages maximum).

3.1.4. Resumes Respondents shall attach one-page resumes for up to three professionals (Up to 3 pages).

3.1.5. Mutual Non-Disclosure Agreement Form Respondents must attach a completed copy of the Mutual Non-Disclosure Agreement found in Attachment A of this RFQ.

3.1.6. Conflict Inquiry Form Respondents must attach a completed copy of the Conflict Inquiry Form found in Attachment B for this RFQ.

Only one SOQ is permitted per Respondent, including its subsidiaries and affiliates. If more than one SOQ is submitted by a Respondent through its affiliates or subsidiaries, then at TNC-SC's sole discretion, either the first SOQ to be received may be accepted with all others rejected, or all such SOQs may be disqualified. If Respondent is a joint venture of two or more parties, the SOQ shall include the above information for each party that is a part of the proposal and/or will perform services under a potential agreement but shall identify only one Point of Contact for Respondent.

3.2 Evaluation Criteria

Respondents' qualifications and experience will be evaluated and scored by TNC-SC's Selection Team based on the criteria listed below. Respondent SOQs shall address these criteria in the order in which they appear and with sufficient detail to demonstrate Respondent's competence, experience, capability, and accountability. As part of submitting a responsive SOQ, Respondents shall include relevant recent experience with similar projects and activities as appropriate to the evaluation criteria below.

Evaluation Criteria:

20% - Experience, Depth, Qualifications, Management Styles. Respondents must list out their team members and demonstrate that they possess the necessary professional qualifications (including at least one full-time, qualified Professional Engineer) to successfully execute the tasks and produce the deliverables listed in Sections 2.1-2.5. Respondents must demonstrate ability to meet deadlines in a responsible manner and have the capacity to work simultaneously on multiple projects. Respondents shall provide information on staff education, certifications and training in general as well as how roles and responsibilities are assigned commensurate with staff experience, training and education. Respondents must also describe their project planning/management, and tracking processes, including delegation, task management, team communication, and external collaboration. Respondents must also describe the processes and/or systems used to address risk management, while maintaining adaptability and flexibility.

40% - Experience with Living Shoreline Project Design, Engineering, and Implementation in South Carolina. Respondents shall provide high-level project summaries that demonstrate experience and success with living shoreline or tidal wetland and riparian buffer restoration projects. Provide evidence of capacity to succeed with projects of similar scope. Attention should be given to the tasks and deliverables described in Sections 2.1-2.5. Projects and experience outside of South Carolina can also be included, but priority will be given to Respondents with experience within South Carolina.

Respondents should share how cost-effective methods were used in the design of previous living shoreline and restoration projects, noting whether design estimates and final costs were reasonably related. Additionally, respondents should provide evidence that past restoration projects were completed in a timely fashion. Provide a list of key staff directly involved in these projects and their contributions.

Respondents should provide a minimum of two references that can verify the success of similar projects completed. Include contact name, phone, address, email and name of project. Reference contact should be the person who worked most directly with your firm. References will be contacted for all finalists.

15% - Experience with Permitting and Coordinating with Local, State and Federal Agencies, and Coordination and Completion of Associated Surveys. Respondents should demonstrate their track record and ability to successfully navigate complex permitting processes for living shorelines, including familiarity and expertise SCDES Bureau of Coastal Management and U.S. Army Corps of Engineers.

20% - Innovative Approaches to Projects to Reduce Costs or Increase Effectiveness and Efficiency. This should include specifics on how cost-effective methods are used and cost projections determined in feasibility and design phases of a project, and how project alternative analysis are developed and evaluated.

5% - Facilitation & Engagement with Stakeholders, Citizen Groups or Parties of Interest as Part of Design and Planning Process. Respondents should demonstrate their track record and ability to facilitate and engage stakeholders in meaningful planning process and describe the impact of community engagement on the Respondents' work.

3.3 Additional Information

In addition to addressing the evaluation criteria, Respondents shall respond to the following:

- 3.3.1. Guarantees/Warranties: State details on service guarantees and warranties offered by Respondent.
- 3.3.2. Government Funding: Please describe your experience and abilities in receiving Federal or other government funds and ensuring compliance with 2 CFR Part 200 – Uniform Administrative Requirements and other award-specific conditions, reporting financial and programmatic information regarding a project on a periodic basis, and segregating Federal or other government funds in your accounting records.
- 3.3.3. Insurance: Please describe the insurance coverage and limits under your existing insurance policies, carrier(s), and whether TNC and other parties required by funding or other sources (e.g. government agencies, private foundations) can be named as an additional insured.
- 3.3.4. Legal Actions Summary: A statement as to whether there are any outstanding legal actions or potential claims against Respondent and a brief description of any action taken. Include a brief description of any settled or closed legal actions or claims against Respondent over the past five (5) years. This should include the court, case name, complaint number, and a brief description of the final ruling or determination; and in instances where litigation is ongoing and the Respondent has been directed not to disclose information by the court, provide the name of the judge, court, and the location of the court.
- 3.3.5. Federal Contracting: A statement as to whether Respondent, its subsidiaries, principals, and beneficial owners, if any, are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency.

4.0 OVERVIEW OF THE SELECTION PROCESS

TNC-SC will use a three-phase competitive process to engage Respondents interested in entering into an agreement for implementation of the Living Shorelines Community Assistance Program.

Phase One - The distribution of this RFQ initiates the first phase in the process and the submission of SOQs by Respondents completes the first phase of the process.

Phase Two - The second phase of the selection process will entail the ranking and scoring of all responsive SOQs received. The Selection Team will score the SOQs based on the evaluation criteria set forth in Section 3.2. Each evaluation criterion has been assigned a rating percentage that demonstrates its relative importance of the selection phase. The total score will be determined as follows:

- (a) For each criterion, reviewing members of the Selection Team will score the SOQs on a scale of 1-to-10, with 1 being the lowest score and 10 being the highest score.
- (b) The score for each criterion will be multiplied by the associated weight percentage as labeled in Section 3.2 and rounded to the nearest hundredth of a percent.
- (c) The scores for each Section in (b) above will be added together. This sum will be the total score of the Respondents' Statement of Qualifications.

The Selection Team will then select a short-list, up to a maximum of five (5) candidates, or less, as determined in its discretion, of the top-ranked Respondents to move on to Phase Three's interview process.

TNC shall **not** be obligated to provide Respondents with any of the results of the Phase 2 evaluation.

Phase Three - The third phase of the selection process entails a **mandatory** interview process with the short-listed candidates and any follow-up to such interviews desired by the Selection Team. Each short-listed Respondent shall be required to attend the interview via Microsoft Teams or Zoom video conference. Interviews are expected to occur January 20-23, 2026. Each short-listed Respondent shall also be required to submit to TNC-SC, prior to its interview being scheduled, a current, fully completed, IRS Form W-9 form through a secure Box link, or such other format as appropriate to protect the highly sensitive information set forth therein.

4.1. SOQ Formatting and Submission Requirements

All submitted documents must have no less than 11 pt font, 1-inch margins, page numbers referenced in the lower right-hand corner of each page. Your submission should include: the Letter of Submittal, SOQ narrative, Additional Information, Resumes, Mutual Non-Disclosure Agreement and Conflict Inquiry Forms shall be compiled into one PDF document and submitted electronically via email to Susanna Hopkins (susanna.hopkins@tnc.org).

4.2. SOQ Due Date & Schedule of RFQ Milestones

Each Respondent shall email its SOQ to the TNC-SC appointed POC on or before 4:00 pm Eastern Time on January 14, 2026 (See Section 4.1). Timelines/milestones in connection with this RFQ are summarized as follows, understanding that TNC-SC may alter the timelines as it deems appropriate and will notify firms that have properly submitted proposals of any changes.

TNC-SC currently anticipates conducting this procurement process in accordance with the following list of milestones. This schedule is subject to revision and TNC-SC reserves the right to modify this schedule as it deems necessary, at its sole discretion.

RFQ Activities	Due Date
Distribute RFQ	December 12, 2025
Respondent Submits Clarification Questions	December 19, 2025
TNC-SC Intends to Answer Respondent Questions Submitted by Due Date	December 23, 2025
Respondent's Written SOQ Due	January 14, 2026
Selection Team (narrows field to short-list)	January 16, 2026
Interviews	January 20-23, 2026
Final Notifications of Top Respondents (and other Respondents)	January 30, 2026

Negotiation and Execution of Contract/Agreement	After January 30, 2026
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4.3. Selection Team

An internal Selection Team has been assembled by TNC-SC to evaluate, rate and score the SOQs. In addition to the Selection Team, TNC-SC may use any appropriate technical resources (including outside parties) to aid in evaluating the submittals.

4.4. Restricted Communications

It is the policy of TNC-SC to ensure a fair and competitive procurement and evaluation process and to avoid situations which (1) create an appearance of conflict of interest with respect to rendering an impartial, technically sound, and objective decision prior to selection; or (2) give an unfair competitive advantage to competing Respondents.

Respondents are expressly instructed not to communicate with TNC-SC's officers, board of trustees, or employees regarding this RFQ. This prohibition is also applicable to Respondents' affiliates, officers, employees, agents, consultants, and subcontractors.

Respondents should submit all questions to TNC-SC sole Point of Contact for matters related to the RFQ. TNC-SC's sole Point of Contact (POC) for matters related to the RFQ shall be Susanna Hopkins (susanna.hopkins@tnc.org). TNC-SC's POC is the only individual authorized to discuss this RFQ with any interested parties, including Respondents. All communications with TNC-SC's POC about this RFQ shall be in writing and sent by email to the following address:

Name: Susanna Hopkins
Email: susanna.hopkins@tnc.org

TNC-SC disclaims the accuracy of information relating to this RFQ derived from any source other than TNC-SC's POC, and the use of any such information is at the sole risk of the Respondent.

All written communications to TNC-SC from Respondents in reference to this RFQ shall specifically reference the correspondence as being associated with "TNC RFQ No.: SC202512-A109232."

5.0 QUESTIONS AND CLARIFICATIONS

5.1. All questions and requests for clarification regarding this RFQ shall be submitted to TNC-SC's designated POC, Susanna Hopkins. No requests for additional information, clarification or any other communication should be directed to any other individual of TNC. No oral requests for information will be accepted.

5.2. All questions or requests for clarification must be submitted by December 19, 2025, at 4:00 PM Eastern Time. Questions or clarifications requested after such date and time will not be answered, unless TNC elects, in its sole discretion, to do so.

5.3. TNC-SC's responses to questions or requests for clarification shall be sent by TNC-SC's POC via email or other written format – no statements or responses from any other TNC staff may be relied upon by Respondents.

5.4. TNC-SC, in its sole discretion, shall have the right to seek clarifications from Respondents, seek written clarifications, conduct discussions on the SOQs, and solicit updated SOQs during the evaluation and short-listing process.

6.0 RESERVATION OF RIGHTS

In connection with this RFQ and any and all procurements hereunder, TNC-SC reserves to itself all rights available to it whether existing under applicable law or in equity, in each case such rights to be exercised by TNC-SC in its sole discretion, with or without cause, and with or without notice, including, without limitation, each of the following rights:

- 6.1. The right to cancel, withdraw, postpone or extend this RFQ or a subsequent RFQ in whole or in part at any time prior to the final selection by TNC-SC of firms with whom to enter contracts/agreements, without incurring any obligations or liabilities.
- 6.2. The right to issue a new RFQ.
- 6.3. The right to reject any and all submittals, responses and proposals received at any time.
- 6.4. The right to modify all dates set or projected in this RFQ.
- 6.5. The right to terminate evaluations of responses received at any time.
- 6.6. The right to suspend and terminate the procurement process for this RFQ, at any time.
- 6.7. The right to revise and modify, at any time prior to the RFQ submittal date, factors it will consider in evaluating responses to this RFQ and any subsequent RFQ and to otherwise revise its evaluation methodology.
- 6.8. The right to waive or permit corrections to data submitted with any response to this RFQ until such time as TNC-SC declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.
- 6.9. The right to issue addenda, supplements, and modifications to this RFQ, including but not limited to, modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- 6.10. The right to permit submittal of addenda and supplements to data previously provided with any response to this RFQ until such time as TNC-SC declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.

6.11. The right to hold meetings and conduct discussions and correspondence with one or more of the Respondents responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.

6.12. The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFQ, including the right to seek clarifications from Respondents.

6.13. The right to permit Respondents to add or delete firms and/or key personnel until such time as TNC-SC declares in writing that a particular stage or phase of its review has been completed and closed.

6.14. The right to add or delete Respondent responsibilities from the information contained in this RFQ or the subsequent RFQ.

6.15. The right to appoint and change appointees of any Selection Team or TNC-SC's POC.

6.16. The right to use assistance of technical and legal outside experts and consultants in the evaluation process.

6.17. The right to waive deficiencies, informalities, and irregularities in an SOQ, accept and review a non-conforming SOQ or seek clarifications or supplements to an SOQ.

6.18. The right to disqualify any Respondent that changes its submittal without TNC-SC approval.

6.19. The right to change the method of award between the advertisement of the RFQ and the advertisement of the RFQ.

6.20. The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to the RFQ.

6.21. The right to retain all or part of an unsuccessful Respondent's proposal for future internal reference.

6.22. The right to engage multiple Respondents for separate agreements under this RFQ and during the term of any agreement to engage firms outside the procurements made pursuant to this RFQ. Conversely, TNC retains the discretion to select a single firm for any of the Phases to be procured hereunder or to engage none of the Respondents if the qualification criteria established hereunder is not met.

7.0 TNC NOT OBLIGATED FOR RESPONDENT COSTS

TNC-SC assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by Respondents considering a response to and/or responding to and participating in this RFQ or any subsequent RFQ. All such costs shall be borne solely by each Respondent and its team members.

8.0 CONFLICT INQUIRY FORM AND W-9

It is the policy of 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 require that all Respondent's complete, sign, and submit TNC's Conflict Inquiry Form in Attachment B with the SOQ. A current IRS Form W-9 shall be required from each short-listed Respondent (which shall be submitted through a secure Box link or such other method as appropriate to protect the highly sensitive information contained therein).

9.0 ATTACHMENTS

Attachment A – US Government Terms & Conditions
Attachment B – NOAA Award Additional Conditions
Attachment C – Mutual Non-Disclosure Agreement Form
Attachment D – Conflict Inquiry Form

ATTACHMENT A

U.S. Government Laws and Regulations

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 200.326.
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.

ATTACHMENT B

NOAA Additional Terms and Conditions

Contractor must comply with the relevant provisions of the following laws, regulations and orders:

1. **Department of Commerce Financial Assistance Standard Terms and Conditions** (Sept 22, 2025), available at: [DOC Financial Assistance General Terms and Conditions as of 22 September 2025 vF.pdf](#)
2. **Administrative Standard Award Conditions for NOAA Financial Assistance Awards**, available at: [Administrative-Standard-Award-Condition-October-2024.pdf](#). Specifically including, but not limited to, the following provisions:
 - a. Scientific Integrity
 - b. Data Sharing Directive
 - c. NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy
3. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**
 - 1) Part 1 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Pursuant to the Infrastructure Investment and Jobs Act ("IIJA"), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 1. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network™ provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on

the NIST/MEP supplier scouting services is available at: <https://www.nist.gov/mep/supplier-scouting>.

2) Part 2 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

WAIVERS

When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements.

1. When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that:
 - a. applying the domestic content procurement preference would be inconsistent with the public interest;
 - b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [whitehouse.gov/omb/management/made-in-america](https://www.whitehouse.gov/omb/management/made-in-america).

DEFINITIONS

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives¹—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

¹ IJIA, § 70917(c)(1)

ATTACHMENT C: MUTUAL NON-DISCLOSURE AGREEMENT



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”) is entered into as of November ____, 2025 (the “**Effective Date**”), by and between _____ an _____ organization with its principal place of business at _____ (the “**Partner**”) and The Nature Conservancy, a District of Columbia non-profit corporation with its principal place of business at 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203 (“**TNC**”). For purposes of this Agreement, the Partner and TNC may be referred to individually as a “**Party**” or collectively referred to as the “**Parties**.” In consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Purpose. The Purpose of this Agreement is to define the conditions under which Confidential Information (defined herein) will be disclosed between the Parties relating to a request for qualifications for a master services agreement for the provision of engineering services, and any written agreement and task orders which may hereafter be entered into in connection therewith (the “**Purpose**”). The Party disclosing Confidential Information shall be the “**Disclosing Party**.” The Party receiving such Confidential Information shall be the “**Receiving Party**.”

2. Confidential Information. The information that the Partner and TNC seek to protect under this Agreement (the “**Confidential Information**”) means all information, whether verbal, in writing, in electronic format, or in any other tangible form, disclosed by either Party, directly or indirectly, including, without limitation: data sets, donor data, donor lists, donor names, designs, documents, drawings, ideas, inventions, 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 or the Partner and their programs or systems, that are intended for internal use only, and other information that either Party is willing to disclose to the other Party, that is specifically identified as confidential or that is disclosed in a manner in which the Disclosing Party reasonably communicates, or the Receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used, for the purpose of enabling the Receiving Party to evaluate the Purpose.

3. Disclosure and Use. Each Party agrees to use the other Party’s Confidential Information solely to further or pursue the Purpose of this Agreement and for no other reason. The Partner agrees to utilize secure methods for obtaining and storing any TNC Confidential Information disclosed under this Agreement, including methods specifically requested by TNC from time to time. For purposes of this Agreement, “Personal Data” means any information relating to an identified or identifiable natural person, or to a legal entity to the extent such data is protected as personal data under any applicable data protection laws or regulations. The Parties do not anticipate disclosing any Personal Data or providing Partner any access to TNC’s systems pursuant to this Agreement. In the event that the Parties determine that TNC will disclose any Personal Data or highly sensitive information, or that Partner will access any of TNC’s systems, the Partner agrees to submit to security review of its technology systems prior to accessing such systems or receiving such data. The Parties will not distribute or disclose Confidential Information to anyone except its directors, officers, employees, affiliates, advisors (including attorneys, accountants, financial and other advisors), contractors, non-fiduciary trustees or advisory board members, potential funding sources (such as federal, state and local government entities and legislative bodies, non-profit groups, charitable foundations, private business entities, or investment groups and individuals), and/or agents (“**Representatives**”) who have (i) been informed of the confidential nature of the information provided, (ii) agreed to be bound by the terms of this Agreement, and (iii) agreed to use it solely to evaluate any proposed transactions related to the Purpose. Each Party hereby agrees that it shall also be liable for the breach of any provision of this Agreement by its Representatives with whom it discloses Confidential Information with pursuant to this Agreement. Neither Party

will reverse engineer, disassemble, or decompile any of the other Party's Confidential Information nor will it publicize the terms of this Agreement or of any relationship between the Parties without the other Party's prior written consent, except as required by law.

4. Exceptions. Confidential Information shall not include information that: (i) is proven by the Receiving Party to be known to it prior to disclosure; (ii) is information generally available to the public prior to disclosure; (iii) becomes hereafter, through no act on the part of the Receiving Party in violation of this Agreement, generally available public information; (iv) is furnished to the Receiving Party by any third party having a legal right to do so; (v) is independently developed without the use or reference to Confidential Information; or (vi) is required by law to be disclosed, subject to the following: if the Receiving Party is required by law to disclose the Confidential Information, it will: (A) immediately notify the Disclosing Party of such requirement in writing in order to provide the Disclosing Party the opportunity to seek a protective order or other appropriate relief; (B) the Receiving Party will provide the Disclosing Party with a copy of the Confidential Information that is proposed to be disclosed; and (C) the Receiving Party will only furnish that portion of the Confidential Information that is legally required to be disclosed after the Disclosing Party has had the opportunity to review it. It being agreed, however, that (i) the Receiving Party shall request that the governmental agency or body agree to be bound to the terms hereof, and (ii) no later than five (5) days prior to Receiving Party's providing any Confidential Information to any governmental agency or body, the Receiving Party shall provide the Disclosing Party with the name and contact information for such entity together with reasonable evidence that such governmental agency or body refused to be bound by the terms hereof, and, if given or if actually known to Receiving Party, the basis for such refusal.

5. Non-Disclosure Obligations. Each Party will take reasonable measures to protect the confidentiality of and avoid disclosure of the other Party's Confidential Information. The Receiving Party will take at least those measures as great as those it takes to protect its own Confidential Information, but in no case less than reasonable measures, to safeguard the disclosed Confidential Information. Except as necessary to further the Purpose and as set forth in Paragraph 3 herein, the Receiving Party will not disclose the Confidential Information to third parties without first receiving written consent from the Disclosing Party. Each Party will immediately inform the other in writing if it becomes aware of an unauthorized disclosure of the other Party's Confidential Information.

6. No Obligation. Nothing in this Agreement obligates either Party to proceed with any transaction or opportunity with the other Party. No discussions or exchange of Confidential Information shall be construed as an obligation to enter into any definitive agreement relating to the Purpose. Each Party, at its sole discretion, reserves the right to terminate discussions or negotiations with the other Party relating to the Purpose at any time.

7. No Rights.

A. Notwithstanding Paragraph 7. B below, the terms of this Agreement or any disclosures made hereunder do not grant the Receiving Party with any rights by license, either express or implied, in any patent, copyright, trademark, trade secret or other form of intellectual property now or hereafter owned, obtained or licensed by the Disclosing Party, or any other ownership rights of any kind. The Parties acknowledge that the Confidential Information received from the Disclosing Party is, and remains, the exclusive property of the Disclosing Party at all times.

B. Subject to Paragraph 3, a Disclosing Party grants the Receiving Party a limited, non-transferable, non-sublicensable, royalty-free license to reproduce, create derivative works from, operate, and evaluate the materials disclosed by the Disclosing Party under this Agreement solely in furtherance of the Purpose.

8. Representations and Warranties. Each Party represents and warrants that it has the authority to enter into this Agreement. All Confidential Information is provided "as is" and neither Party makes any representation or warranty, express, implied or otherwise, regarding the accuracy and completeness of the Confidential Information.

9. Return of Materials. The Receiving Party will return to the Disclosing Party all documents and other information containing or representing the Confidential Information that have been disclosed under this Agreement or, at the Disclosing Party's option, certify destruction of the same within ten (10) days of such request. The Receiving Party will also simultaneously delete any Confidential Information stored electronically and certify to the

Disclosing Party in writing of such action. Notwithstanding anything to the contrary in this Agreement, the Receiving Party shall be entitled to retain such Confidential Information to the extent that (i) such retention is required by applicable law, (ii) recordkeeping requirements of an applicable government agency, professional attorney, or auditing/accounting principles; or (iii) with respect to electronic data, to the extent that such return or destruction is not practically feasible.

10. Term. The obligations of the Receiving Party under this Agreement will survive for a period of three (3) years from the Effective Date or until the disclosed Confidential Information becomes generally available to the public through no action or inaction of the Receiving Party.

11. No Assignment. This Agreement shall not be assigned by any Party without the prior written consent of the other Party.

12. Remedies. The sole remedies of a Party in the event of any alleged breach of the foregoing confidentiality requirements by a breaching Party shall be the remedy of injunctive relief or other equitable relief to prevent the breaching Party from making a prohibited disclosure (or any further prohibited disclosure), as well as the remedy of terminating further negotiations with such Party. In no event shall any monetary or other damages be recoverable under or with respect to this Agreement, whether denominated as compensatory, consequential, or punitive damages, or as any other kind of damages, except that, in the event of litigation seeking such injunctive relief, or otherwise concerning the enforcement or interpretation of this Agreement, the Party prevailing in such litigation shall be entitled to payment by the other Party of the court costs and attorneys' fees and expenses which are incurred by the prevailing Party in connection with such litigation (whether incurred at the trial or appellate level), in such amount as the court may judge reasonable.

13. Waiver. Each Party may waive the other Party's obligations in a signed writing, but neither Party may waive its own obligations. A Party's failure to enforce any provision of this Agreement will not be construed as a waiver or prevent such Party from enforcing any other provision in this Agreement. Either Party's failure to insist upon strict performance, in one or more instances, by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

14. Miscellaneous. This Agreement is the entire Agreement of the Parties and it supersedes all prior or contemporaneous agreements. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Any modifications or amendments to this Agreement will not be effective unless they are communicated in writing and signed by both Parties. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflict of laws rules. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining unaffected terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been duly executed by an authorized representative of each Party as of the date first written above.

THE NATURE CONSERVANCY

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

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

FOR-PROFIT CONFLICT INQUIRY FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION	
Name of for-profit organization entering into transaction with TNC:	
Type of Transaction (select one):	<input type="checkbox"/> Contract for Services <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Real Estate Transaction <input type="checkbox"/> Purchase Order <input type="checkbox"/> Other
<i>*"Organization" includes a for-profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, or commission.</i>	
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, fair market value and type of deal (sale, gift, lease, etc.)). Note: The purchase or sale of any interest in real property or water rights to or from any Related Party is a prohibited transaction and requires review by the Conflicts Committee and the TNC Global Board of Directors. A donation of a conservation easement by a Covered Person or Controlled Entity also requires review by the Conflicts Committee.	
Total Amount of Proposed Contract:	

STEP 2: DEFINITIONS & QUESTIONS
<p>(1) TNC Key Employees and Board of Directors: 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).</p> <p>(2) Covered Person: A Global Board Member, Key Employee, Trustee/Advisor, Staff Member, Substantial Contributor, Close Relative/Family Member or persons who have the ability to influence the decisions of TNC because of their relationship with TNC or their access to material information about TNC's work.</p> <p>(3) Controlled Entity:</p> <ul style="list-style-type: none"> For-profit entity of any kind where a Covered Person, individually or collectively with other Covered Persons: <ol style="list-style-type: none"> owns more than 35% of the stock or value of an organization (directly or indirectly); or has a controlling influence over the organization's management or policies (ex. key management or board member). Nonprofit entity where a Covered Person, individually or collectively with other Covered Persons, is a board member, officer, director or key employee of the entity and has the ability to influence management of the entity. <p>(4) Related Party: Any individual who is, or was at any time during the 12-month period ending on the date of the purchase or sale, a member of the Board of Directors, a Trustee (or comparable volunteer advisor, such as a Regional Council member), or an employee of TNC; any individual who is a close relative of such an individual; and/or an entity in which the individual (or their close relatives) directly or indirectly own(s) more than 5% of the equity interest therein.</p> <p>(5) TNC Trustee: Individuals serving as a Trustee or Advisor to TNC.</p> <p>(6) 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.</p> <p>(7) 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.</p>

STEP 2. SECTION 1. 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 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 (e.g., key management or board member): <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • 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 • Family members or close relatives of the above individuals. 		
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"> • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation). 		

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

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

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

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

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 of TNC or one of its U.S. Related Entities.

List Current as of May 13, 2025

Current Key Employees/ Officers	Former Key Employees/ Officers	Current Board of Directors	Prior Board Members
Nathalie Augustin David Banks James Bond Neel Broker Matt Brown Jan Glendening Tom Neises Asha Shah	James Asp Hans Birle William Ginn Wisla Heneghan Brian McPeck Bola Olusanya Hugh Possingham Michael Sweeney Leonard Williams	James Attwood, Jr. Amy Batchelor John Bernstein Stuart Brown Michelle DePass William Frist Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Jennifer Morris Roshni Nadar Malhotra Douglas Petno Sergio Rial Fawn Sharp Anna Skoglund Kent J. Thiry Kevin Weil	Shona L. Brown Laurence Fink Joseph H. Gleberman Andrew Liveris Jack Ma Claudia Madrazo Craig McCaw Ana M. Parma Vincent Ryan Rajiv Shah Brenda Shapiro Thomas J. Tierney Moses Tsang Frances A. Ulmer Margaret C. Whitman Ying Wu

U.S. [Related Entity](#) Covered Persons

BIN = Blue Investments in Nature; CF&R – Conservation Farms & Ranches

Current Key Employees/ Officers	Former Key Employees/ Officers	Current Board of Directors	Prior Board Members
Leah Carriere (BIN) Jerred Dixon (CF&R) Teela Pejsa (CF&R) Angela Ortegon (CF&R)	Stephen Valdes-Robles (BIN) Felicity Fyfe (CF&R) Charlotte Kaiser (BIN)	Svetoslav Gatchev (BIN) Melissa Garvey (BIN) Jeffery Schutes (BIN) Mark Kramer (CF&R) Rodd Kelsey (CF&R) Susan North (CF&R) Ankith Patel (CF&R) Sandi Matsumoto (CF&R)	Diane Miller (BIN) Michael McFadden (CF&R) Scott Morrison (CF&R) Ann Marie Nemanich (CF&R) Jason Pelletier (CF&R)

Other TNC [Related Entity](#) Covered Persons (If applicable)

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