



CUMBERLAND-PINE MOUNTAIN OUTDOOR RECREATION
AND CONSERVATION CORRIDOR PLANNING PROJECT

REQUEST FOR PROPOSALS

OCTOBER 16, 2024

CONFIDENTIAL

Disclose and distribute solely to employees of The Nature Conservancy having a need to know
and to potential vendors' employees with a need to know

1. GENERAL ADMINISTRATIVE PROVISIONS

1.1. Statement of Purpose

The Appalachians Program of The Nature Conservancy ("TNC") is issuing this Request for Proposals ("RFP") for consulting services. The work will result in a report for the Cumberland-Pine Mountain Outdoor Recreation and Conservation Corridor region of Southwest Virginia, Eastern Kentucky, and Northeastern Tennessee. This report will include an outdoor recreation/nature-based tourism asset map, an inventory of desired outdoor recreation infrastructure upgrades, and a prioritized list of infrastructure projects that (once constructed) will increase the positive impact of outdoor recreation across the tri-state region. The consultant will lead a 12-month strategic planning process that will include: (1) an assessment and summary of existing outdoor recreation development plans and initiatives for the planning area and target properties (e.g., Breaks Interstate Park, Cumberland Forest, Cumberland Gap National Park, etc.) (2) engagement of public land managers and other local constituents to solicit information and ideas regarding outdoor recreation infrastructure needs on the target properties, (3) development of a comprehensive inventory of outdoor recreation assets, infrastructure needs, and estimated development costs, and (4) synthesis of this information and input into a cohesive vision and plan for the region, with prioritized list of both near-term and longer-range infrastructure and funding needs. The Report will set the framework for how TNC and partners involved with this planning project will collaborate in the future to pursue federal, state, private capital, and/or philanthropic funding resources that may be available for future implementation projects (including but not limited to an ARC ARISE Implementation grant). A map and description of the Cumberland-Pine Mountain Corridor region (i.e., the planning area for this project), and detailed scope of work is provided in Exhibits A and B.

Funding for this Cumberland-Pine Mountain Outdoor Recreation and Conservation Corridor planning effort and report is being provided by the Appalachians Regional Commission's ARISE program. The successful Respondent will be subject to all relevant Federal and State terms and conditions pertaining to such funds (see Attachment A).

THIS IS NOT AN ORDER.

THE NATURE CONSERVANCY (TNC) is a District of Columbia, USA, non-profit corporation with its principal place of business in Arlington, Virginia, USA. TNC has offices across the U.S. and in over 79 countries and territories around the world. Our local office with respect to this planning project is in Abingdon, Virginia. Our mission is to conserve the lands and waters on which all life depends. Our vision is a world where the diversity of life thrives, and people act to conserve nature for its own sake and its ability to fulfill our needs and enrich our lives. Please see www.nature.org for more details on what the Conservancy does and where we work.

1.2. TNC's Procurement Process

TNC as the primary recipient of an Appalachian Regional Commission ARISE planning grant and lead coordinator among the various partners engaged in this project ("Customer"), is seeking to engage a qualified organization ("Consultant" or "Respondent") to co-lead our work with partners and constituents to gather, organize, and summarize the qualitative and quantitative information needed to develop a written report summarizing the recreation infrastructure upgrades needed/desired on target properties in the planning geography. Respondents to this RFP should have demonstrated experience in areas including but not limited to outdoor recreation planning, analysis and synthesis of outdoor recreation data and trends, meeting facilitation, community engagement, and production of

professional reports. Familiarity and experience completing outdoor recreation and recreation planning projects in the Central Appalachian region of Virginia, Kentucky, and Tennessee is strongly preferred. We are interested in working with a seasoned recreational planning firm that, through this 12-month planning process, can us help build stronger relationships with public land managers and local communities to develop a shared regional vision for enhancing outdoor recreation assets and infrastructure.

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

Proposals will be evaluated based on the following criteria:

1. Robust turn-key proposal for serving as TNC’s lead consultant, meeting facilitator, public outreach and community engagement specialist, data analyst, and report writer in the creation of an outdoor recreation infrastructure development plan for the Cumberland-Pine Mountain Corridor.
2. Competitive compensation proposal, including a detailed budget itemizing the costs for services and related expenses, including profit listed as a separate line item.
3. Demonstrated track-record in the production of regional-scale outdoor recreation plans, i.e., the background, education and experience of the party responding to this RFP (each a “Consultant”) in providing similar services elsewhere and the quality of services performed.
4. Demonstrated experience working with agency land managers and communities to solicit, receive, and synthesize input and information on a diverse range of outdoor recreation strategies, plans, needs, etc.

Additional factors influencing Consultant Selection include:

5. Preference is for a consultant with previous experience in the planning geography and familiarity with Appalachian Regional Commission programs, including ARISE.
6. The Consultant’s responsiveness and compliance with the RFP requirements and conditions.
7. The Consultant’s ability, capacity, and skill to fully and satisfactorily provide the services required by the RFP in a timely manner.

At a minimum, respondents should submit a turn-key proposal for services that clearly demonstrates how Consultant will help TNC achieve the goals and outcomes set forth in this RFP within the required 12-month timeline. Please include a description of the Consultant’s proposed methodologies for: summarizing existing information, data, etc. about outdoor recreation plans and trends in the planning geography, effective engagement of Primary Land Management Partners and other community constituents via various communication methods, and creation of final report. Please use Calibri 11-point font and 1” margins. ***Reviewers will look favorably upon responses that are as concise, specific, and quantifiable (where appropriate) as possible.*** Please limit your proposal to no more than 15 pages.

1.3. TNC's Obligations

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

1.4. Consultant’s Obligations

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

Consultant's proposal must include all of the information requested in the RFP or clearly state where the information resides. If TNC has any confusion or difficulty in retrieving the required information from a Consultant's proposal, it may result in such proposal to be disqualified. **Consultant may not have the ability to resubmit their proposal to TNC.**

TNC requests firm fixed pricing for the proposal. *If a particular entity is chosen as an award winner and any additional costs are presented at the time of agreement negotiations or implementation, TNC shall have the right to reject that entity as the contract winner.*

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

1.5. Submission Requirements

1.5.1. Submission of Proposal

All responses to this RFP shall be sent via email to the below contact. Top candidates may be asked for an interview that may include a presentation. All questions about this RFP or information needs related to the development of a proposal can be directed to Angela Watland (awatland@tnc.org) or Brad Kreps (bkreps@tnc.org).

1.5.2. Address and email for Consultant's Submission of Proposal

**The Nature Conservancy
146 E. Main Street
Abingdon, VA 24210
Email: awatland@tnc.org**

1.5.3. Critical Dates

(1) Proposal deadline to TNC	November 13, 2024
(2) Proposal evaluation	Week of November 18 th
(4) Final selection of awardee	Week of December 2 nd
(5) Contract negotiation with awardee	December 2 nd -December 13 th

Any questions about this RFP must be submitted no later than November 6, 2024 to the TNC staff person identified above.

TNC will use its best efforts to answer questions by November 8, 2024.

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

1.6. Restricted Communications

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

communicate with anyone other than the TNC staff persons identified above regarding this RFP. This prohibition is also applicable to the Consultant's affiliates, officers, employees, agents, consultants, and subcontractors.

1.7. Disposition of Proposals

All material submitted in response to this RFP will become the property of TNC and may be returned only at the option of TNC. Successful and unsuccessful Respondents will be notified in writing. TNC shall not be obligated to detail or disclose any of the results of the evaluation.

1.8. Contractual Commitment of Proposal

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

1.9. Confidentiality

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

1.10. Conflict of Interest Disclosures

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 request that all individuals and/or organizations that will be involved in a proposed transaction with TNC complete our Conflict of Interest Inquiry Form. This requirement relates to people who will be working, directly or indirectly, to respond to this RFP, as well as may be doing the resultant work if the Consultant receives the contract.

Please complete the attached Conflict of Interest Inquiry Form (Attachment B) and send with your RFP response.

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

2. ADDITIONAL INFORMATION

2.1. Consultant's Structure

Please provide a description of the organization's structure and the names and experience of key individuals. Provide their names, title, location, telephone number, and email.

2.2. Subcontracting

Any subcontractors must be identified along with the defined work they will perform. TNC will not refuse a proposal based on the use of subcontractors but does retain the right to refuse

the subcontractors selected. The Consultant shall remain solely responsible for all subcontracted work. Describe your rationale for using subcontractors.

2.3. **References**

TNC requires Consultant to provide at least five (5) references with contact name and phone number. TNC shall have permission to contact each reference directly.

2.4. **TNC is a non-profit organization**

We strive to minimize administrative costs to ensure that maximum dollars go to our mission. If the Consultant can aid in our efforts by a donation or special pricing, it would be greatly appreciated.

2.5. **Work Plan**

The consultant will design a work plan and timeline to address the scope of work and specific tasks outlined in Exhibit A. TNC assumes work will begin in December 2024 and the final report from the consultant will be due to TNC in November 2025.

2.1 Attachments

The following documents are to be provided with the RFP.

- Relevant Federal and State terms and conditions pertaining to such ARISE grant funds (Attachment A)
- The Nature Conservancy's Conflict of Interest Inquiry Form (Attachment B)
- Contractor Questionnaire (Attachment C)
- The Nature Conservancy's Standard Contract for Services (Draft- Attachment D)
- TNC's Final Proposal to the ARISE Planning Grant Program, for reference (Attachment E)

Exhibit A

Project Location Background

In 2019, TNC launched the Cumberland Forest Project, which acquired 253,000 acres in one of the most important ecological areas in North America—the Central Appalachian Mountains. The project involves two properties: a 153,000-acre property in Virginia, known as Highlands, and a 100,000-acre property spanning Kentucky and Tennessee, known as Ataya. The project seeks conservation results and local community benefits through sustainable forestry, outdoor recreation, renewable energy, mined land restoration, wildlife habitat restoration, and a community fund.

This specific planning effort, which will be funded by TNC’s ARC ARISE grant, will focus on a group of conservation and public recreation properties that constitute approximately 300,000 acres in “Cumberland-Pine Mt Corridor.” These properties include Breaks Interstate Park, TNC Cumberland Forest properties (Highlands and Ataya), Cumberland Gap National Park, the Cumberland Trail, and additional lands managed by state agencies (see Exhibit B).

Project Goals

TNC, as primary recipient of the ARC ARISE planning grant and lead coordinator among the various partners engaged in this planning project, is seeking to engage a qualified planning firm to co-lead our work with partners and constituents to gather, organize, and summarize the qualitative and quantitative information needed to develop a written report summarizing the recreation infrastructure upgrades needed/desired on target properties in the planning geography. We are interested in working with a seasoned recreational planning firm that, through this 12-month planning process, can help us build stronger relationships with public land managers and local communities to develop a shared regional vision for enhancing outdoor recreation assets and infrastructure.

Scope of Work

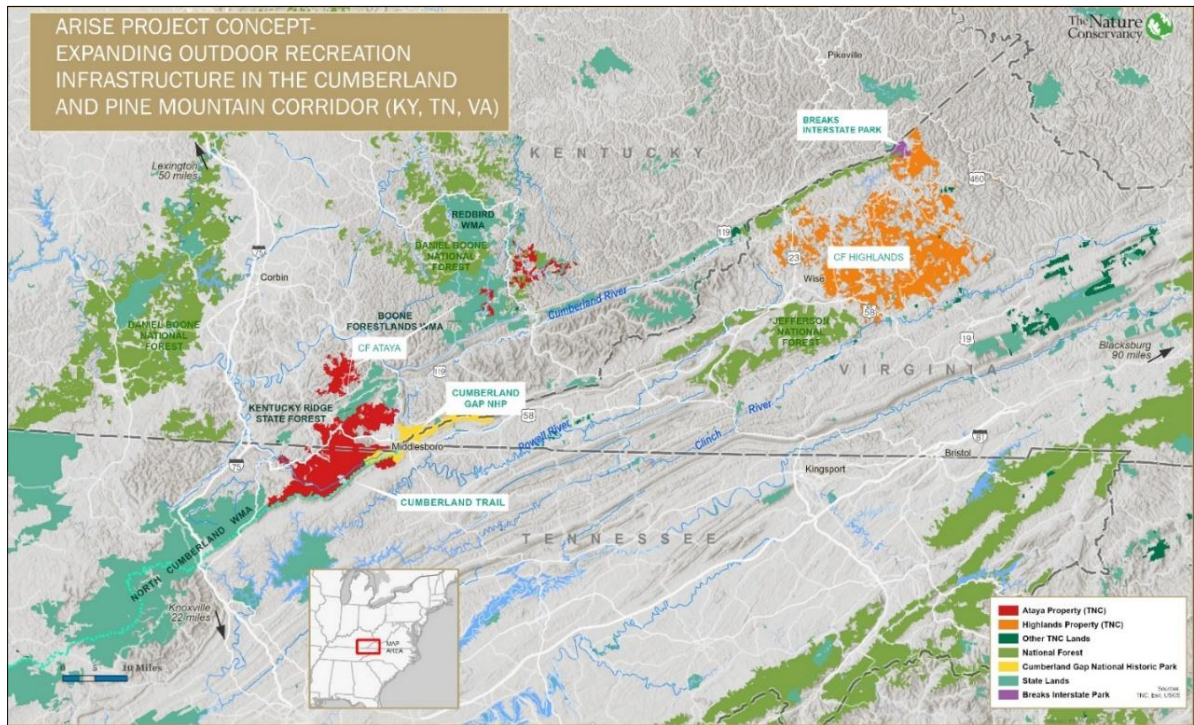
Respondents to this RFP should have demonstrated experience in areas including but not limited to outdoor recreation planning, analysis and synthesis of outdoor recreation data and trends, meeting facilitation, community engagement, and production of professional reports. Familiarity and experience completing outdoor recreation and recreation planning projects in the Central Appalachian region of Virginia, Kentucky, and Tennessee is strongly preferred.

The primary deliverable of the planning effort will be a report summarizing:

- (1) the outdoor recreation infrastructure needs or upgrades needed/desired on these properties as defined by the agencies which manage these lands;
- (2) the current state of community connections with these conservation and recreation properties, and the outdoor recreational infrastructure upgrades desired by other local constituents;
- (3) a synthesis of agency and community input into a vision and prioritized budget for infrastructure upgrades that can enhance the positive impact of outdoor recreation across the tri-state planning area as a whole.

The report will also summarize existing outdoor recreation plans (if any) for the Cumberland-Pine Mountain planning geography and target properties, and identify federal, state, private capital, and/or philanthropic funding resources potentially available for future implementation projects. Once completed, the results from the planning effort and report will be used as the basis for TNC and partners to pursue an ARISE implementation grant and other funding opportunities for recreational infrastructure investments called for in the planning report.

Exhibit B - Map of Cumberland-Pine Mountain Outdoor Recreation Corridor (Planning Area for this project)



Attachment A: Relevant Federal and State Terms and Conditions Pertaining to such ARISE Grant Funds

U.S. Government Laws and Regulations Attachment

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

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

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

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

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

E. Trafficking In Persons.

- (a) Contractor (including its officers, directors, employees and agents must not -
 - (i) Engage in severe forms of trafficking in persons during the Contract Term;
 - (ii) Procure a commercial sex act during the Contract Term; or
 - (iii) Use forced labor in the performance of the Contract or in any subcontracts.
- (b) TNC may unilaterally terminate this Contract, without penalty, if Contractor is determined by TNC to have violated this provision through:
 - (i) Conduct that is either associated with performance under this Contract;
 - (ii) Conduct imputed to Contractor or his subcontractor.
- (c) Other Requirements:
 - (i) Contractor shall inform TNC immediately of any information received from any source alleging a violation of a prohibition in paragraph (a)(i) of this provision.
 - (ii) Contractor shall include the requirements of this provision in any subcontract made under this Contract.
- (d) Definitions. For purposes of this provision:
 - (i) "Employee" means either:
 - A. An individual employed by Contractor or a subcontractor who is engaged in the performance of the project or program under this Contract; or
 - B. Another person engaged in the performance of the project or program under this Contract and not compensated by Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party.

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

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

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

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

F. Construction, Repair and Facilities Improvements. If the activities funded by this contract involve construction, repair or facilities improvements, the following provisions may apply:

1. Davis-Bacon Act. If the value of this contract exceeds \$2,000, and if required by the U.S. Federal funding agency, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 - 3148) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
2. Federal Contractor Minimum Wage Requirement. If this contract is subject to the Davis-Bacon Act, the Service Contract Act, or is otherwise in connection with Federal property, land, or services to federal employees, Executive Order 13658 applies and all hourly/nonexempt employees directly working on this contract or performing support services must be paid the Federal Contractor Minimum Wage rate as established by the Department of Labor each year. This minimum wage requirement is subject to change, and Contractor must ensure that staff and any subcontractors are paid the minimum wage that is in effect.
3. Copeland Anti-Kickback Act. In any construction or repair contract, Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
4. For construction or facility improvement contracts exceeding \$150,000 Contractor shall follow its own bid guarantee, performance bond, and payment bond requirements. For those contracts exceeding \$150,000, in situations where the Conservancy does not examine Contractor's bid guarantee and bonding requirements and has not notified Contractor that the U.S. Federal Government's interest is adequately protected, Contractor shall comply with 2 CFR 200.325.
5. Equal Opportunity. If this Contract meets the definition of a "federally assisted construction contract" as described in 41 CFR Part 60-1.3, Contractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

G. Byrd Rule Anti-Lobbying Amendment. If the value of this agreement exceeds \$100,000, Contractor shall certify, to the best of Contractor's knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by

section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

I. Clean Air Act. If the value of this agreement exceeds \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

Attachment B: CONFLICT INQUIRY FORM

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

STEP 2: DEFINITIONS & QUESTIONS (Complete <u>*only*</u> the section relevant to your organization)		
<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) TNC Trustee: Individuals serving as a Trustee or Advisor to TNC.</p> <p>(3) Substantial Contributors: Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.</p> <p>(4) Family Members and Close Relatives: Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.</p>		
SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):	Y	N
	e	o
	s	
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		
<p>b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than <u>35% of the stock or value</u> of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (ex. key management or board member):</p> <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. 		
<p>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?</p> <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). 		
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
<p>a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity:</p> <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. 		

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

STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at www.nature.org/codeofconduct. 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/tnc helpline.

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

Signature:	
Printed Name:	
Title (if for an organization):	
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 July 16, 2024

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

U.S. Related Entity Covered Persons

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

<u>Current Key Employees/ Officers</u>	<u>Former Key Employees/ Officers</u>	<u>Current Board of Directors</u>	<u>Prior Board Members</u>
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:

ATTACHMENT C -- VENDOR QUESTIONNAIRE

Please answer each of the following questions in the space provided. If additional space is required, please continue on a separate sheet and attach it to this form.

General Information:

Company Name: _____

Company Address: _____

Contact Name: _____

Phone: _____

Email: _____

Federal ID or SSN #: _____

Years in Business: _____

Customer Information:

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

Financial Information

Indicate your annual sales (in thousands of \$) for the past three (3) years.

What is your company's Dun & Bradstreet Number?

What is your company's Central Contractor Registration (CCR) number? _____

Please provide the following supporting documentation as attachments to this questionnaire:

- a. Income Statement
- b. Balance Sheet
- c. Annual Report (if applicable)
- d. Current Certificate of Insurance

Employee Information

Number of Employees: _____

Service Information

Are there any geographical areas that your company is not able to serve?

_____ YES _____ NO

If yes, please list.

Minority and Women - Owned Business Enterprise

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

Legal

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

_____ YES _____ NO

If yes, please explain:

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

What is the Dun & Bradstreet Number of that firm:

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

Attachment D – TNC (Standard) Contract for Services

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

TNC Business Unit Name:	
TNC Business Unit Office Address:	
TNC Contact Name and Title:	
TNC Contact Email Address:	

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

Name of Contractor: (Include DBA, if any)	
Address:	
Telephone:	
Email Address:	
Name of Representative (if applicable):	
Type of Entity (if applicable):	
State of Incorporation (if applicable):	

1. **Services.** TNC engages Contractor to provide the services, goods and/or deliverables (collectively, the “Services”) described in **Exhibit A** (“Description of Services”) in accordance with the terms and conditions of this Contract.
2. **Payment.** TNC will compensate Contractor for the Services by paying a “Contract Fee” as follows:
 - a. **Contract Fee Amount** (inclusive of all taxes; exclusive of reimbursable expenses): US \$ [\$\$\$\$\$]
 - b. **Contract Fee Payment Schedule:**
 - i. US \$ [\$\$\$\$\$] - Payment One upon receipt and approval by TNC of Product [#].
 - ii. US \$ [\$\$\$\$\$] - Payment Two upon receipt and approval by TNC of Product [#].
 - c. **Reimbursable Expenses:** Contractor agrees to furnish (or reimburse TNC for) all tools, supplies, and materials to accomplish this Contract, and shall incur all expenses associated with performance, except as expressly provided herein. TNC may reimburse the Contractor for specific eligible expenses as follows:
 - None. TNC will not reimburse the Contractor for any expenses.
 - TNC will reimburse the Contractor for the following eligible expenses up to a maximum amount of US \$ [\$\$\$\$\$ Insert maximum amount here] (inclusive of all taxes): Insert description of what expenses are eligible for reimbursement or write N/A. For example - Contractor’s out-of-pocket costs in performing the Services, such as economy travel (with automobile mileage at current U.S. Federal rate), accommodations, and workshop materials. TNC shall not reimburse ordinary business expenses such as laptops, paper, ink, cell phone, internet, advertising, insurance, or overhead costs]
 - d. **Invoices and Payments.** Unless additional acceptance criteria are defined in Exhibit A, TNC shall provide approval of Services and deliverables within 30 days of receipt. Requests for payment of the Contract Fee must be submitted to TNC in the form of an invoice itemizing the Services performed or delivered during the invoice period. Invoices will be subject to review and approval by TNC, and TNC may deny payment of requests received more than sixty (60) days after the final deadline for the completion of Services. TNC will make all payments either (i) by check, subject to TNC’s receipt from Contractor of a properly completed IRS Form W-9, or (ii) via Vendor ACH, subject to Contractor’s completion of TNC’s Vendor ACH Enrollment Form. Expenses authorized for reimbursement by TNC must be: (i) substantiated by adequate documentation (such as receipts), unless waived in writing by TNC; (ii) reasonable in

amount; (iii) related to and in furtherance of the Contract purposes; and (iv) submitted with Contractor's invoices for payment. In the event of early termination of the Contract and upon receipt of any termination notice, with or without cause, Contractor shall not incur any further expenses, without express written consent by TNC. TNC shall not pay any expenses to third parties on behalf of the Contractor.

3. **Term.** This Contract will become effective upon the last signature date below and expires on [INSERT SPECIFIC EXPIRATION DATE] (the "Contract Term"). Any deadlines set forth herein may be extended only with TNC's prior written consent, which may be provided by email so long as they remain within the Contract Term. Time is of the essence in the performance of this Contract.

4. **Termination.**

a. **For Convenience.** TNC may terminate this Contract for convenience at any time upon two weeks' written notice to Contractor. TNC will pay Contractor for the Services that have been satisfactorily performed, as determined by TNC, as of the termination date. Contractor shall submit a final invoice within fourteen days following termination of services.

b. **For Default.** TNC may immediately terminate this Contract for default by written notice to Contractor if Contractor fails to provide satisfactory Services or deliverables, if the Services or deliverables cannot be performed in accordance with Applicable Laws (defined below) or TNC's policies, or if Contractor fails to perform any material duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control. Should termination occur as a result of Contractor's default, TNC may, without limiting any other remedies available to it under Applicable Laws, reduce the fees owed to reasonably account for unsatisfactory completion of the work, or recover damages from Contractor resulting from Contractor's default and offset any amounts payable to Contractor against such damages.

c. **Refund of Advanced Payments.** Regardless of the reason for termination, to the extent the balance of any advance payments made by TNC exceeds the total payments due to Contractor for Services satisfactorily completed, Contractor must promptly return the excess advance payments within fourteen (14) days.

5. **Conflict of Interest Determination.** Contractor represents and warrants that, to the best of Contractor's knowledge, the information Contractor has provided on TNC's Conflict of Interest Inquiry Form (attached as Exhibit B) is true and correct. If any of the information Contractor has provided changes during the term of this Contract, Contractor agrees to promptly notify TNC in writing of such change. The parties acknowledge that publicly traded companies engaging in the normal course of business, government agencies, and universities are not required to submit a Conflict Inquiry Form.

6. **Independent Contractor Status; No Benefits.**

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

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

b. **No Benefits.** Contractor acknowledges and agrees, and it is the intent of the parties that neither Contractor nor any employees or subcontractors of Contractor be eligible for or receive any TNC-sponsored benefits as either a contractor or employee. Such non-eligible benefits include, but are not limited to, paid vacation, sick leave, holiday leave, notice prior to dismissal, severance, garden leave, overtime pay, medical insurance, and 401(k) participation. If Contractor is reclassified by a state or federal agency, local authority, or court as an employee, Contractor will become a reclassified employee and will receive no benefits except those mandated by U.S. state or federal law, even if by the terms of

TNC's benefit plans in effect at the time of such reclassification Contractor would otherwise be eligible for such benefits on a retroactive or prospective basis.

- c. **Disclosure.** TNC will not provide unemployment compensation coverage for Contractor. Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity.
7. **Taxes.** Contractor is responsible for filing and paying its own taxes and for complying with the requirements of any applicable tax laws. TNC will not withhold or pay on behalf of Contractor or any of Contractor's employees any U.S. Federal, state, or local income tax, payroll tax, or any excise, sales, or use tax of any kind. TNC will report to the IRS on Form 1099 all fees paid to Contractor, as and to the extent required by Applicable Laws.
8. **Performance of Work.** Contractor represents and warrants that Contractor is qualified and will perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor is responsible for the complete performance of the Services notwithstanding the use of any subcontractors or work performed by anyone else under Contractor's direction or control. Contractor will not be paid for any Services found by TNC to be unsatisfactory.
9. **Liability; Indemnification.** Contractor agrees that it is entering into this Contract and performing the Services entirely at Contractor's own risk. Contractor, on behalf of Contractor and Contractor's employees, subcontractors, and agents, agrees to indemnify, defend, and hold harmless TNC and its directors, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys' fees and costs, (collectively, "Claims") that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, (including but not limited to reclassification as an employee as describe above) whether or not the Claims have merit, involve third parties, or are caused or alleged to be caused by Contractor or any of the Indemnified Parties; provided, however, that Contractor will not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of any of the Indemnified Parties.
10. **Insurance.** Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies:
 - a. Workers' compensation insurance coverage as required by Applicable Laws;
 - b. Commercial general liability insurance (including contractual liability if the Contract Fee is US \$100,000 or more or if requested by TNC) of at least US \$2,000,000 per incident, written on an occurrence basis, and covering the Services that are the subject of this Contract, including any related claims;
 - c. Automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit of at least \$1,000,000 per occurrence; and
 - d. Professional liability (errors & omissions) insurance in the amount of at least US \$1,000,000 if Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services).

The Contractor may use umbrella or excess policies to provide the liability limits as required in this Contract. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying commercial general liability insurance. Before any of the Services commence, the foregoing requirements must be evidenced by one or more certificates of insurance, showing TNC as an additional named insured on the commercial general liability policy and requiring at least 30 days advance written notice to TNC of any cancellation, renewal, reduction in limits, or coverage or other material change of the policies. TNC reserves the right to request additional documentation, such as one or more policy endorsements, deemed reasonably necessary to ensure such requirements have been met.

11. **Work Product; Intellectual Property.** Contractor retains all right, title, and interest in works, inventions, and other intellectual property original to or owned by Contractor prior to the execution of this Contract or created outside the scope of this Contract. If the Services involve the creation of intellectual property including, but not limited to, inventions, concepts, processes, reports, derivative works, studies, photographs, software (including in both object code and source code form), drawings, designs, writings, related drafts, supporting materials, or data (collectively, the "Works"), TNC will own all right, title, and interest, including copyrights, and, if applicable, patent rights, in and to the Works. Contractor agrees that all copyrightable Works are "works made for hire" as defined under the copyright laws of the United States. To

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

12. **Use of TNC Name and Logo.** Unless expressly authorized in writing in this Contract or in a separate written agreement, Contractor may not use TNC's name, logo, or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to deliver invoices or other notices to TNC and (b) within acknowledgements of TNC funding, as authorized in writing by TNC.
13. **Confidential Information.** In performing the Services, Contractor might have access to information, whether verbal, in writing, in electronic format, or in any other tangible form, disclosed by TNC, directly or indirectly, to Contractor that is (a) identified as confidential, or (b) disclosed in a manner in which TNC reasonably communicates, or that Contractor should reasonably have understood, should be treated as confidential, whether or not designated as "confidential" (collectively, "Confidential Information"). Confidential Information includes, without limitation, data sets, personal data (including donor data), marketing plans, research, products, technologies, software source code, software object code, data collection functionalities, trade secrets, pre-publication patent applications, research and development, know-how, and other information relating to TNC and its operations, programs, or systems. Contractor may not publish or divulge any Confidential Information without TNC's prior consent and agrees to use Confidential Information solely in furtherance of the Services. Contractor must use appropriate security procedures to safeguard Confidential Information. Contractor acknowledges and agrees that in the event Contractor receives any personal identifying information (i.e., information that identifies or can be used to identify an individual or that relates to an identified individual), Contractor (i) will be subject to a TNC IT Security review prior to such transfer or exchange and (ii) Contractor will comply with all Applicable Laws relating to the protection of personal identifying information. In addition, Contractor must comply with any additional requirements relating to protection of data as set forth in this Contract and/or as specified in any exhibits to this Contract.
14. **Compliance with Laws and other Safeguards.** Contractor represents, warrants, and agrees that Contractor:
 - a. can lawfully work in the United States and/or the countries where the Services will be performed;
 - b. has or will obtain at Contractor's expense (except to the extent otherwise explicitly stated in this Contract) any permits, licenses, or authorizations required to perform the Services. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions for completion of the project;
 - c. will take affirmative steps to inform TNC, prior to signing this Contract, if it is a privately held entity in which a Government Official¹ has equity ownership or, in the case of an individual person providing services as an independent contractor, if the Contractor is a Government Official for any government *other than* a U.S. local, state, or federal government agency;
 - d. will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the jurisdiction(s) in which the Services are performed and any other jurisdiction(s) in which Contractor is organized or authorized to do business;
 - e. will work with, and require all authorized subcontractors to work with, TNC to identify material risks and develop and implement appropriate environmental and social safeguards (e.g., consistent incorporation of free, prior, and informed consent) when and if the Services could directly impact Indigenous Peoples or Local Communities (IPLCs). Implementations plans must include periodic consultation with TNC;

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

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

- n. will include provisions at least as restrictive as these in all permitted subcontracts (except for subcontracts purchasing commercially available, off-the-shelf goods or services).

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

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

16. **Miscellaneous Terms and Conditions.**

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

- j. **Force Majeure.** This Contract may be immediately terminated by either party by providing written notice to the other party, and TNC shall pay Contractor for all Services that have been satisfactorily performed as of the date of termination, if acts of God, war, terrorism, widespread pandemics, or other similar circumstances make performance of the Contract illegal, commercially impractical, unsafe, or inadvisable.
 - k. **Survival.** The “Liability; Indemnification,” “Confidential Information,” and “Intellectual Property” Sections of this Contract will survive the expiration or earlier termination of the Contract.
17. **Additional Terms and Conditions.** This Contract is further subject to the additional terms and conditions set forth in the following Exhibit C (and subsequent exhibits, in the event more than one option is selected):
- Additional Service Terms and Conditions Exhibit
 - Data Protection Agreement [\[Link\]](#)
 - U.S. Government Laws and Regulations Exhibit [\[Link\]](#)
 - State/Local Government Terms and Conditions Exhibit
 - Private Funder Terms and Conditions [\[Link\]](#)
 - Other: Relevant Federal and State Terms and Conditions Pertaining ARC ARISE Grant Funds
 - None

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

The Nature Conservancy

[Contractor’s Name]

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

Exhibits:

Exhibit A: Description of Services

Exhibit B: Conflict Inquiry Form

Exhibit C: Relevant Federal and State Terms and Conditions Pertaining ARC ARISE Grant Funds

Attachment E: TNC Final Proposal to ARC ARISE Planning Grant Program

ARISE Planning Grant Application Template

Applicant Name	<i>The Nature Conservancy (TNC)</i>
Is the Applicant the fiscal sponsor/agent?	Yes
Applicant Mailing Address	<i>652 Peter Jefferson Parkway Suite 190 Charlottesville, VA 22911</i>
Applicant UEI	072656630 The Nature Conservancy is registered as a Central Contractor in the US Government Central Contractor Registration database.
Applicant Point of Contact (include job title)	<i>Sally Palmer, External Affairs Advisor, Central Appalachians Program</i>
Email	<i>spalmer@tnc.org</i>
Phone	<i>615-653-2882</i>
Title of Proposal	The Cumberland-Pine Mountain Outdoor Recreation and Conservation Corridor of Virginia, Tennessee, and Kentucky
ARC Funding Request Amount	<i>\$400,000</i>
ARC Strategic Investment Goal	<i>Goal #4: Building Regional Culture and Tourism</i>
States' Strategic Investment Goals	ARC Investment Goal 4, Tennessee State Objective 4.3: Develop tourism opportunities based on assets. ARC Investment Goal 4: Kentucky State Objective 4.1: Develop the outdoor recreation economy, State Strategy 4.1.2: Assist communities and nonprofits in developing tourism opportunities based on outdoor recreation Virginia ARC Objective IV: Assist communities in the preservation, development, and promotion of natural and cultural assets for local economies and improved quality of life.

Executive Summary

Project Title	The Cumberland-Pine Mountain Outdoor Recreation and Conservation Corridor of Virginia, Tennessee, and Kentucky																				
Primary Project Applicant Partners	<i>The Nature Conservancy</i>																				
Geographic Scope - Counties and States Served	<i>Tennessee: Campbell (at-risk), Claiborne (at-risk)</i> <i>Kentucky: Bell (distressed), Harlan (distressed), Letcher (distressed), Pike (distressed)</i> <i>Virginia: Lee (distressed), Wise (distressed), Russell (at-risk), Dickenson (distressed), Buchanan (distressed)</i>																				
Purpose	The goal of this project is to engage local partners in a strategic planning process to produce a nature-based tourism asset map/inventory and prioritized list of outdoor recreation infrastructure upgrades that are needed to advance outdoor recreation-based economic development across the tri-state Cumberland-Pine Mountain corridor region (TN, KY, VA).																				
Funding Sources	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><i>ARC</i></td> <td style="width: 25%;"><i>\$400,000</i></td> <td style="width: 25%;"><i>75%</i></td> <td style="width: 25%;"><i>ARISE</i></td> </tr> <tr> <td><i>TNC</i></td> <td><i>\$69,525</i></td> <td><i>13%</i></td> <td><i>The Nature Conservancy (private)</i></td> </tr> <tr> <td><i>State</i></td> <td><i>\$61,275</i></td> <td><i>11%</i></td> <td><i>State Agency match</i></td> </tr> <tr> <td><i>Local</i></td> <td><i>\$4200</i></td> <td><i>.1%</i></td> <td><i>Local NGO partner match</i></td> </tr> <tr> <td>Total</td> <td>\$535,000</td> <td>100%</td> <td></td> </tr> </table> <p><i>List funding sources below:</i> The Nature Conservancy, private in-kind: \$69,525 Tennessee Wildlife Resources Agency: \$20,000 Tennessee Department of Environment and Conservation: \$7,500 Kentucky Dept. of Fish and Wildlife Resources: \$2680 Kentucky Division of Forestry: \$5661 Kentucky Office of Nature Preserves: \$6000 Breaks Interstate Park (Kentucky and Virginia): \$2744 (plus lodging for meeting) Virginia Department of Wildlife Resources: \$9190 Southwest Virginia Regional Recreation Authority (Spearhead Trails): \$7500 Friends of Southwest Virginia: \$4200</p>	<i>ARC</i>	<i>\$400,000</i>	<i>75%</i>	<i>ARISE</i>	<i>TNC</i>	<i>\$69,525</i>	<i>13%</i>	<i>The Nature Conservancy (private)</i>	<i>State</i>	<i>\$61,275</i>	<i>11%</i>	<i>State Agency match</i>	<i>Local</i>	<i>\$4200</i>	<i>.1%</i>	<i>Local NGO partner match</i>	Total	\$535,000	100%	
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Total	\$535,000	100%																			
Project Description	<p>This planning grant will amplify ARC’s existing investments in outdoor recreation and tourism infrastructure within individual state projects by identifying current local successes and raising multi-state visibility and coordination on natural asset management and infrastructure needs across jurisdictions and land ownerships. The work will be complimentary to current state-level tourism infrastructure needs assessments by connecting that work to a larger tri-state review and elevating local perspectives.</p> <p>TNC proposes to achieve these objectives by engaging with our local community partners, recreation & tourism planning experts, and public land management agencies in the Pine Mountain Corridor to perform the following activities: (1) define the outdoor recreation infrastructure needs for each property and land management entity; (2) define the current state of community connections with local natural assets and the capacity for the assets to be better utilized for outdoor recreation; and (3) define visions and prioritize budgetary needs for implementing future infrastructure projects that enhance access and support the tri-state region as a whole. The project will also identify potential federal, state, private capital, and/or philanthropic funding resources for future implementation projects. Once completed, the results from the planning effort may be used as to pursue an ARISE implementation grant or other funding resources to make the recreational infrastructure investments identified in the plan.</p>																				

<p>Complete List of Partners</p>	<p>Primary Partners & Match providers</p> <ul style="list-style-type: none"> • Tennessee Wildlife Resources Agency: Emily Buck, Director of Communications and Outreach; Emily.A.Buck@tn.gov; 615-981-0893 • Tennessee Department of Environment and Conservation: Anne Marshall, Director of Recreation Resources; Anne.Marshall@tn.gov; 615-330-6021 • Kentucky Dept. of Fish and Wildlife Resources: Ben Robinson, Wildlife Division Director; ben.robinson@ky.gov; 502-564-3400 • Kentucky Division of Forestry: Brandon Howard, State Director; brandon.howard@ky.gov; 502-782-7166 • Kentucky Office of Nature Preserves: Sunni Carr-Leach, Executive Director; sunni.carr@ky.gov; 502-892-4446 • Breaks Interstate Park (Kentucky and Virginia): Austin Bradley, Superintendent; abradley@breakspark.com; 276-210-4655 • Virginia Department of Wildlife Resources: Tom Hampton, Land and Access Manager, Region 3; Tom.Hampton@dwr.virginia.gov; 276-780-6734 • Southwest Virginia Regional Recreation Authority (Spearhead Trails): Steve Pike, Executive Director; sraexecutivedirector@gmail.com; 276-791-2032 • Friends of Southwest Virginia: Kim Davis, Executive Director; kdavis@myswva.org; 276-492-2400 <p>Primary Partner, Advisor</p> <ul style="list-style-type: none"> • Cumberland Gap National Historical Park: Lisa Baldwin, Superintendent; Lisa_Baldwin@nps.gov; 606-671-1747 <p>Other Desired Partners, to be invited to participate in the planning effort: Local communities (e.g., Cumberland Gap, TN, Haysi, VA, Elkhorn City, KY), Rocky Mountain Elk Foundation, Southwest Virginia Sportsman, Heart of Appalachia Tourism Authority, Virginia Dept. of Conservation and Recreation, Pine Mountain Trail Conference, County Tourism Organizations, Cumberland Trail Conference, Campbell County Outdoor Recreation Association, Claiborne County Tourism Commission, and Clearfork Valley Community Partners.</p>
<p>Are you a fiscal agent or principal partner on an open INSPIRE, POWER, WORC, or Area Development grant? (For informational purposes only.) No</p>	

I. Statement of Need or Opportunity

Statement of Need or Opportunity	<p>The goal of this project is to engage local partners in a strategic planning process to produce a nature-based tourism asset map/inventory and prioritized list of outdoor recreation infrastructure upgrades that are needed to advance outdoor recreation-based economic development across the tri-state region of the Cumberland-Pine Mountain Corridor in Tennessee, Kentucky, and Virginia. The project design intentionally involves local community organizations, state, federal and nonprofit partners to increase collaboration and identify potential next steps towards implementing joint priorities via federal, state, private capital, and philanthropic investments.</p> <p>ARC has invested with partners in the region on individual state projects via POWER grant and other resources, but this tri-state area lacks an integrated approach that collectively identifies the regional infrastructure investments that may be needed on conservation and recreation lands to amplify their contribution to local outdoor recreation and tourism economies. This planning effort is distinguished by its multi-state and multi-jurisdictional approach and focus on creating synergies and cooperation on infrastructure investments needed to improve the regional recreational network overall.</p>
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II. Project Description

Project Description	<p>Scope of work and intended results</p> <p>The planning effort will focus on summarizing, quantifying, and prioritizing the recreational infrastructure needs on a core set of conservation/recreation properties that span more than 300,000 acres across 11 counties and are currently managed for public access. The project objectives will be achieved by engaging with local community partners, recreation & tourism planning experts, and public land management agencies to perform the following activities:</p> <p>(1) define the outdoor recreation infrastructure needs for each property and land management entity;</p> <p>(2) define the current state of community connections with local natural assets and the capacity for the assets to be better utilized for outdoor recreation; and</p> <p>(3) define visions and prioritize budgetary needs for implementing future infrastructure projects that enhance access and support the tri-state region as a whole.</p> <p>The workplan and timeline table provided at the end of this section describes the general project approach and deliverables expected during this one-year effort.</p> <p>Geographic area of focus and rationale</p> <p>The project area extends along the KY-VA border southwest from Breaks Interstate Park to the Cumberland Gap National Historic Park and the Cumberland Trail State Park in Tennessee and includes the Cumberland Forest Highlands (VA) and Ataya (KY & TN) properties managed by The Nature Conservancy (see ARISE Project Concept Map). This geography was chosen because of the substantial public and private landholdings and natural feature assets that are currently managed for public access. These include the CF Ataya and CF Highlands properties managed by The Nature Conservancy with permanent public recreation easements held by state agencies in TN, KY and VA.</p> <p>The region also is home to a variety of locally led initiatives to develop outdoor recreation businesses and promote tourism. The project collaborators believe that engaging with local communities, businesses, and tourism experts during this one-year planning effort will help identify the types of new recreation infrastructure projects that would best support public access and more opportunities for local recreation, tourism and business development.</p> <p>Alignment with ARC Strategic Goals and State Priorities</p> <p>The proposed scope of work and project goals are directly aligned with ARC Strategic Investment Goal #4: <i>Building Regional Culture and Tourism</i>. In addition, the project is aligned with the following state priority objectives and strategies:</p> <ul style="list-style-type: none">• ARC Investment Goal 4, Tennessee State Objective 4.3: Develop tourism opportunities based on assets.• ARC Investment Goal 4: Kentucky State Objective 4.1: Develop the outdoor recreation economy, State Strategy 4.1.2: Assist communities and nonprofits in developing tourism opportunities based on outdoor recreation.• Virginia ARC Objective IV: Assist communities in the preservation, development, and promotion of natural and cultural assets for local
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economies and improved quality of life.

The planning effort, including state and federal agency and interested party engagements, will directly advance these priorities by producing a detailed summary of the additional infrastructure investments needed to improve connectivity in the region's recreation network, identifying ways to enhance the offerings on existing public recreation lands, and creating better local community connections to natural assets in the region to improve access and promote business development and tourism opportunities.

The project will also identify potential federal, state, private capital, and/or philanthropic funding resources for future implementation projects. Once completed, the results from the planning effort may be used as to pursue an ARISE implementation grant or other funding resources to make the recreational infrastructure investments identified in the plan. By identifying diverse funding sources for implementation, including but not limited to ARC resources, this effort will also help set up potential multi-jurisdictional cooperation on future infrastructure projects.

Advancing the regional economy and equitable access to benefits

This planning grant will amplify ARC's existing investments in outdoor recreation and tourism infrastructure within individual state projects by identifying current local successes and raising multi-state visibility and coordination on natural asset management and infrastructure needs across jurisdictions and land ownerships. The work will be complimentary to current state-level tourism infrastructure needs assessments by connecting that work to a larger tri-state review and elevating local perspectives.

The project team recognizes that access to recreational areas and infrastructure investments that promote public use currently are not equally distributed across the tri-state region. The rural and mountainous nature of the area adds to the complexity faced by local governments in ensuring distributed and accessible infrastructure and services.

Some parts of the region, particularly Southwest Virginia, have a longer history of community-led recreation, outdoor education, and tourism programs that have resulted in sustained local business development and growth. The lessons learned in these areas will be important to share and export to other places in the study region. As further detailed in section IV, the partners will work to identify consultants skilled in leading equitably designed processes, define a strategic interested party engagement effort based on best practices, and work with local leaders across the 11-county region to include a variety of perspectives and voices in the planning effort.

Finally, the project offers an excellent opportunity for convening a multi-jurisdictional team of agencies and organizations responsible for conservation, natural resource, and public recreation management and connecting their work directly to that of tourism experts and local interested parties who understand the challenges and opportunities related to outdoor recreation business development.

ARISE - Work Plan & Timeline (Estimated)

GOAL 1:

Organize partners around project launch and hire consultant services

OBJECTIVES:	TIMELINE:	TEAM RESPONSIBILITIES:
<p><i>Define consultant work scope and partner workstreams</i></p> <p><i>Execute contract with primary project consultant</i></p> <p><i>Define engagement strategy and best practices for involving other desired partners</i></p>	<p align="center">Quarter 1 (Months 1-3)</p> <p align="center">Estimated Months: July – Sept. 2024</p>	<p><i>TNC (project lead) will coordinate with partners to define consultant scope</i></p> <p><i>TNC receives partner feedback on consultant and executes contract agreement(s)</i></p> <p><i>TNC works with primary partners & consultant to complete initial outreach to additional desired partners</i></p>

GOAL 2:

Phase 1 meetings & initial data gathering

OBJECTIVES:	TIMELINE:	TEAM RESPONSIBILITIES:
<p><i>Compile data on regional natural assets, existing recreation infrastructure</i></p> <p><i>Compile information on existing outdoor recreation and natural tourism efforts other reports and needs</i></p> <p><i>Drafts preliminary summary for partner review.</i></p>	<p align="center">Quarter 2 (Months 4-6)</p> <p align="center">Estimated Months: Oct. – Dec. 2024</p>	<p><i>Consultant leads meeting and data gathering effort; TNC supports</i></p> <p><i>All partners participate</i></p>

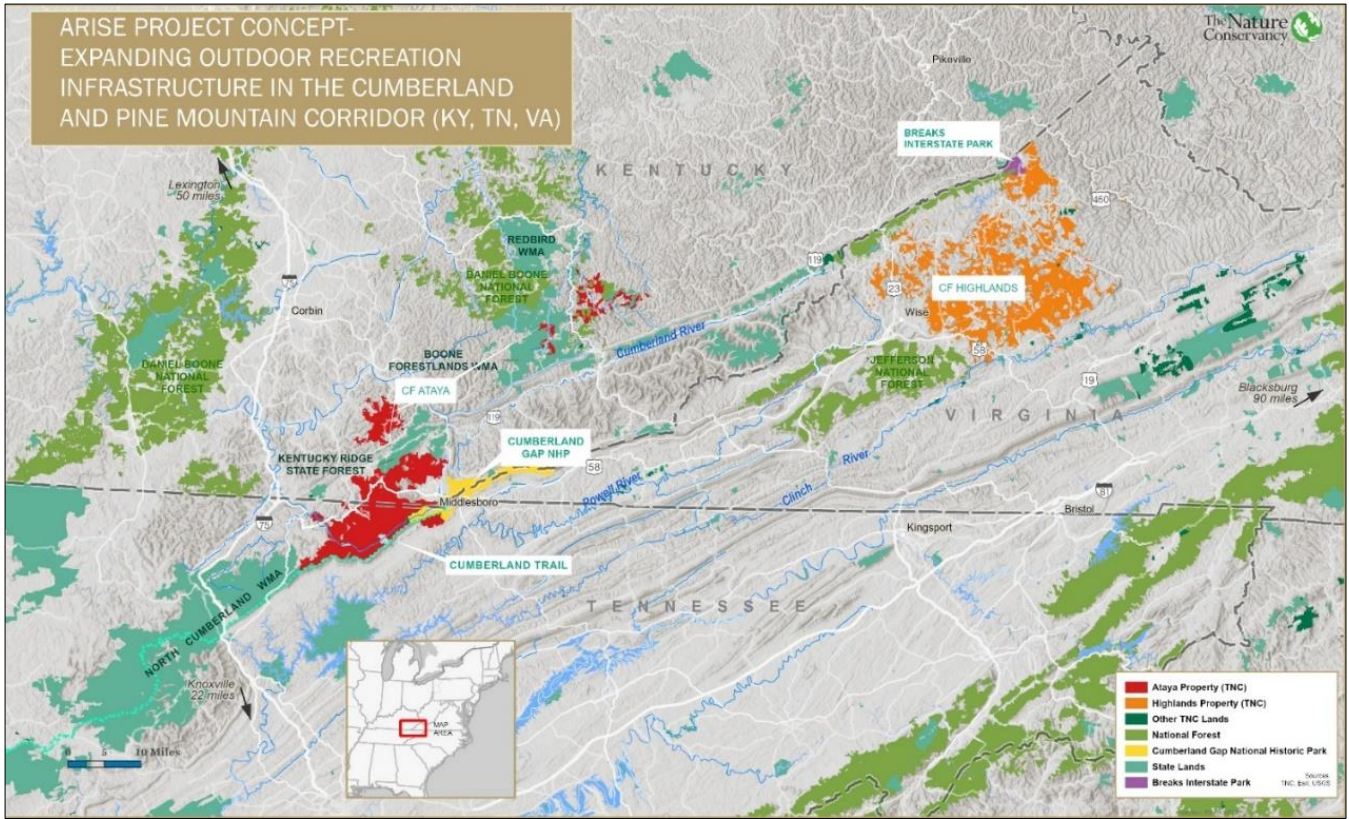
GOAL 3:

Phase 2 meetings and report prep

OBJECTIVES:	TIMELINE:	TEAM RESPONSIBILITIES:
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	<p><i>Partners vet preliminary results and provide recommendations review</i></p> <p><i>Revisions start to draft products</i></p>	<p>Quarter 3 (Months 7-9)</p> <p>Estimated Months: Jan – Mar. 2025</p>	<p><i>Consultant responsible for first draft products; TNC and primary partners support</i></p> <p><i>All partners engage in meetings and feedback</i></p>
<p style="text-align: center;">GOAL 4:</p> <p style="text-align: center;"><i>Final report prep and review</i></p>			
<p style="text-align: center;">OBJECTIVES: TIMELINE: TEAM RESPONSIBILITIES:</p>			
	<p><i>Determine of final formatting for data publication and next steps for group towards implementation</i></p> <p><i>Complete final asset mapping and report including future funding identification</i></p>	<p>Quarter 4 (Months 10-12)</p> <p>Estimated Months: Apr. – June 2025</p>	<p><i>Consultant responsible for work report and mapping products: TNC and primary partners support</i></p>

ARISE PROJECT CONCEPT-
EXPANDING OUTDOOR RECREATION
INFRASTRUCTURE IN THE CUMBERLAND
AND PINE MOUNTAIN CORRIDOR (KY, TN, VA)



III. Project Team

Project Team - Evidence of Collaboration Among All Partners	<p>Lead Project Team</p> <p>As the primary project applicant, Nature Conservancy staff will serve as the lead partner team. The following three individuals will be responsible for directing the project for TNC: Angie Watland, Central Appalachians Program Director; Brad Kreps, Clinch Valley Program Director; and Sally Palmer, External Affairs Advisor. Angie Watland and Brad Kreps are both based in Abingdon, VA and Sally Palmer is based in Nashville, TN. Other TNC staff who work with communities and partners in and around Claiborne County, TN, Middlesboro, KY, and out of TNC's Clinch Valley office in Virginia will be part of the project team as well.</p> <p>The Nature Conservancy has been a regional leader in multi-stakeholder collaborations in the TN-KY-VA tri-state region for three decades. TNC invests in river conservation and water quality initiatives, land conservation and restoration, innovative sustainable forestry on public and private lands, and sustainable economic and recreation opportunities with state agencies and local communities and organizations. TNC staff work hard to maintain our organization's reputation as a pragmatic, honest broker, and we engage deliberately with a variety of interested parties in our work. Our team in the area currently supports the management of the Cumberland Forest (CF) Ataya and Highlands properties in TN, KY, & VA and are local engagement experts on public trail development and management, sustainable forestry, and land and water quality restoration. The TNC team also partners extensively on the reintroduction of elk to the region, supporting both public hunting and wildlife viewing access on CF properties.</p> <p>This experience positions TNC well as the leader of this regional effort that seeks to build on the individual state, community, and/or site-level expertise and investments of the primary partners. Only TNC has a mission that branches across the variety of governance jurisdictions in the region, and as a non-profit, non-governmental entity, TNC has the flexibility to manage a project of this scope, ensure project resources are properly allocated, and that the regional-scale outcomes are achieved.</p> <p>Primary Partners</p> <p>Tennessee Wildlife Resources Agency: Emily Buck, Director of Communications and Outreach; Emily.A.Buck@tn.gov; 615-981-0893 Role, contribution, location & benefit: Participate in the planning effort as an interested party public recreation lands manager and expert on public lands access. TWRA is the lead agency manager of the North Cumberland Wildlife Management Area in Tennessee & holds a public recreation easement on the Ataya properties in Tennessee. The agency is a lead partner in the restoration of elk herds in the Cumberland & Pine Mountain Corridor region. TWRA's mission to serve public recreation and hunting opportunities will be supported as this project identifies needed infrastructure investments and assesses opportunities to connect access needs with local tourism & economic development initiatives.</p> <p>Tennessee Department of Environment and Conservation: Anne Marshall, Director of Recreation Resources; Anne.Marshall@tn.gov; 615-330-6021 Role, contribution, location & benefit: Participate in the planning effort as an interested party public recreation lands manager. Provide expertise on recreational planning and future funding resources. TDEC is the lead agency constructing and managing the Cumberland Trail State Park. TDEC is making continued investments in the trail connectivity from North Cumberland WMA northwest along TNC Ataya property to Cumberland Gap National Historical Park.</p>
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Cumberland Gap National Historical Park: Lisa Baldwin, Superintendent;
Lisa_Baldwin@nps.gov; 606-671-1747

Role, contribution, location & benefit: Participate in the planning effort as an interested party public recreation lands manager. Provide expertise on recreational planning and future funding resources. Cumberland Gap NHP is a significant natural and cultural heritage site in the project area, and NPS staff are leaders in supporting tourism opportunities. The NPS will advise on opportunities to build on regional collaboration with other agencies to identify and enhance tourist access and experiences.

Kentucky Dept. of Fish and Wildlife Resources: Ben Robinson, Wildlife Division Director; ben.robinson@ky.gov; 502-564-3400

Role, contribution, location & benefit: Participate in the planning effort as an interested party public recreation lands manager and expert on public lands access. KDFWR is the lead management agency for the Boone Forestlands WMA and Redbird WMA in Kentucky. The agency is also a lead partner in the restoration of elk herds in the TN-KY-VA tri-state region and is slated to own permanent public recreation easements on the TNC CF Ataya properties in KY. KDFWR's mission will be supported by this project as public access, hunting and trail management, and other infrastructure needs are identified.

Kentucky Division of Forestry: Brandon Howard, State Director;
brandon.howard@ky.gov; 502-782-7166

Role, contribution, location & benefit: Participate in the planning effort as an interested party public recreation lands manager. KDOF is responsible for the management of Kentucky Ridge State Forest in Bell County, KY and Kentenia State Forest in Harlan County, KY. Both forests provide significant public recreation opportunities, and KDOF's mission will benefit from this project by identifying improved connectivity with the regional recreation network and ways to enhance public education and natural experiences.

Kentucky Office of Nature Preserves: Sunni Carr-Leach, Executive Director;
sunni.carr@ky.gov; 502-892-4446

Role, contribution, location & benefit: Participate in the planning effort as an interested party public recreation lands manager. Provide expertise on recreational planning and future funding resources. The KY Office of Nature Preserves manages almost a dozen properties in the Pine Mountain Corridor, including the buildout of the Pine Mountain State Scenic Trail from Cumberland Gap NHP northeast to Breaks Interstate Park. The needs assessment of this project will help KY Nature Preserves partner with others and identify opportunities for regional infrastructure connectivity and engagement with local tourism and education efforts.

Breaks Interstate Park (Kentucky and Virginia): Austin Bradley, Superintendent
abradley@breakspark.com; 276-210-4655

Role, contribution, location & benefit: Participate in the planning effort as an interested party public recreation lands manager and expert on outdoor tourism strategy development. Breaks Interstate Park is the northeast anchor of the Pine Mountain corridor region and is a close partner to The Nature Conservancy in Virginia. Breaks offers a variety of recreational experiences, including guided elk tours where animals have been re-introduced to TNC's CF Highlands properties. Breaks will benefit from the project by increased regional-scale partner engagement within a larger network of stakeholders, many of whom share the mission of expanding recreational access and tourism development.

Virginia Department of Wildlife Resources: Tom Hampton, Land and Access Manager, Region 3; Tom.Hampton@dwr.virginia.gov; 276-780-6734
Role, contribution, location & benefit: Participate in the planning effort as an interested party public recreation lands manager and expert on public lands access. VADWR is a lead partner in elk restoration in the Pine Mountain Corridor region supports a variety of public recreational opportunities. VADWR's mission will be supported as this project identifies needed infrastructure investments and assesses opportunities to connect access needs with local tourism & economic development initiatives.

Southwest Virginia Regional Recreation Authority (Spearhead Trails): Steve Pike, Executive Director; srraexecutivedirector@gmail.com; 276-791-2032
Role, contribution, location & benefit: Participate in the planning effort as an interested party and expert on creation and management of multi-use trails. Spearhead Trails creates and manages motorized and non-motorized trails for the benefit of tourists and citizens in seven counties of Southwest VA. The organization will share its expertise to this planning effort and benefit from participating in a more regional dialogue with neighboring states about infrastructure investments which could improve opportunities in the tri-state region.

Friends of Southwest Virginia: Kim Davis, Executive Director; kdavis@myswva.org; 276-492-2400
Role, contribution, location & benefit: Participate in the planning effort as an expert on expanding outdoor recreation opportunities and marketing. Friends of Southwest Virginia has a regional recreational authority business plan and will be completing an ARC funded outdoor economy recreation plan for 3 counties in summer 2024. These resources and expertise will greatly contribute to this project and the goal of clearly identifying infrastructure needs and a path forward to implementation in other counties of VA as well as TN and KY.

Other Desired Partners

As indicated in the project workplan & timeline, during Quarter 1 of the project, TNC and the primary partners will work to define an engagement strategy and best practices for involving additional community partners and local leaders in tourism initiatives. The preliminary list of other desired partners includes the following: local communities (e.g., Cumberland Gap, TN, Haysi, VA, Elkhorn City, KY), Rocky Mountain Elk Foundation, Southwest Virginia Sportsman, Heart of Appalachia Tourism Authority, Virginia Dept. of Conservation and Recreation, Pine Mountain Trail Conference, County Tourism Organizations, Cumberland Trail Conference, Campbell County Outdoor Recreation Association, Claiborne County Tourism Commission, and Clearfork Valley Community Partners.

Several of the primary partners, including Friends of Southwest Virginia, the Southwest Virginia Regional Recreation Authority, Kentucky Office of Nature Preserves, Breaks Interstate Park, and the Tennessee Department of Environment and Conservation have either expertise or experience designing recreational strategies and engaging with local tourism professionals. During the early project phase, TNC also hopes to work directly with the ARC state program managers from TN, KY, and VA to receive advice on how best to utilize the guidance of state and local development district experts and state tourism resources.

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IV. Project Outputs and Implementability

Project Outputs and Outcomes	<p><u>Project Output & Outcome</u> The primary outputs this one-year planning project will achieve are the production of materials in a written report/concept plan and accompanying map products. The report and accompanying materials will achieve future program implementation outcomes by containing the information necessary to move from planning to action via multiple implementation pathways.</p> <p><u>Future implementation projects & performance measures</u> Because the effort is focused on building regional outdoor recreation and tourism experiences, the partnership team anticipates identifying measurable next step performance measures for implementation projects similar to those aligned with ARC tourism facility, revitalization, and/or trail construction projects. Some of these outputs and outcomes are already tracked in places across the region, potentially providing a baseline of data for future comparison purposes.</p> <p>Examples of targeted output measures may include the following: access road miles (built or improved), acreage (improved and/or open for recreational access), square feet (of facilities built or improved), new visitors (days), new visitors (overnights). Examples of paired performance output and outcome measures may include organizations served and organizations improved, communities served and communities improved, and businesses served and businesses improved. Other stand-alone outcome measures the report may address are programs implemented, leveraged private investment (LPI) and revenues increased (non-export sales).</p> <p><u>Long term development and community inclusion</u> The design of this planning project will intentionally engage a diversity of interested parties in the region, including those with local tourism and economic development expertise. The primary partners anticipate that the expertise of these additional state and local partners will be especially important in defining the best paired performance measures for organizations, communities, and businesses in future implementation projects.</p>
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As previously mentioned, during Quarter 1 of the project, the team will work to identify interested parties located primarily within and around the 11 counties targeted in the region and define an engagement strategy formulated from standard best practices around community engagement that support the development of community-led initiatives and distributed benefits. In selecting the primary contractor to assist with plan development, the team will also assess the experience of potential contractors with processes that consider equity and whole community benefits. The Nature Conservancy has experience working and investing with community groups in the region via projects like the Cumberland Forest Community Fund, and as an organization is committed to learning how to execute projects that center equity considerations.

The list of desired partners named in this grant application will likely evolve during this early scoping effort. This input will be especially critical for understanding the different levels of engagement with natural and recreational assets in the region and the types of investments local organizations, communities, and businesses believe are necessary to improve access and tourism development over time.

Building the outdoor recreation economy and utilizing natural assets is recognized by all three states as a significant driver for business and community development, particularly in rural areas. Project partners have been implementing a variety of individual programs and infrastructure projects for many years and have seen results related to the types of performance measures outline in this application. The collaborators believe that the region is well positioned to build from the strong existing foundation of natural assets and public recreation sites by learning from one another and identifying where additional investments can help promote regional connectivity and growth opportunities.

The engagement of this variety of partners will also help the project identify a suite of potential federal, state, private capital, and philanthropic resources to drive future implementation. This will enable the partners to ascertain where and how any future ARISE implementation grant investments could be made to achieve the highest leveraged outcomes.

V. Feasibility

Feasibility	<p>The three TNC project leads, Angie Watland, Brad Kreps, and Sally Palmer each have over 20 years of experience implementing federal grant projects from a diverse array of federal agencies and in partnership with states. Examples include the EPA 319 program, USDA NRCS grants, USFWS Multi-state State Wildlife Grants, and Abandoned Mine land Restoration projects funded by the US Office of Surface Mining Reclamation and Enforcement. The resumes of these 3 staff leads are provided as part of this submission package.</p> <p>The project leads are supported by TNC's Grant Service Network professional staff who are dedicated to the negotiation and administration of publicly funded awards and ensure compliance with public funder regulations and documentation.</p> <p>The Nature Conservancy as 501c(3) organization is registered as a Central Contractor in the US Government Central Contractor Registration database. For every fiscal year ending June 30th, TNC files Consolidated Financial Statements and Schedule of Expenditures of Federal Awards and Reports in accordance with OMB Uniform Guidance.</p>
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