



**CONSULTING SERVICES FOR A PROJECT AT ROCKY NECK STATE PARK**

**REQUEST FOR PROPOSALS**

***SEPTEMBER 30, 2024***

# TABLE OF CONTENTS

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1. GENERAL ADMINISTRATIVE PROVISIONS .....	2
1.1. STATEMENT OF PURPOSE .....	2
1.2 BACKGROUND .....	2
1.3 SITE DESCRIPTION.....	3
1.4 SERVICES REQUESTED .....	4
1.7 TNC’S PROCUREMENT PROCESS.....	9
1.7.1 Customer's Obligations .....	10
1.7.2 Vendor's Obligations.....	10
1.8 SELECTION CRITERIA .....	10
1.8.1 Selection Criteria .....	10
1.8.1.a Proposed Project Approach .....	10
1.8.1.b Success with Similar Projects .....	10
1.8.1.c Personnel Qualifications .....	11
1.9 FORMAT AND SUBMISSION REQUIREMENTS .....	12
1.9.1 Submission and Deadline .....	12
1.9.2 Critical Dates .....	13
1.10 ADDITIONAL INFORMATION .....	13
1.10.1 Restricted Communications .....	13
1.10.2 Disposition of Proposals.....	14
1.10.3 Contractual Commitment of Proposal .....	14
1.10.4 Confidentiality .....	14
1.10.5 Conflict of Interest Disclosures.....	14
2.VENDOR’S PRODUCT, SERVICE AND PRICING .....	15
2.1 PAYMENT TERMS .....	15
2.2 QUALITY OF SERVICE .....	15
3. ATTACHMENTS .....	17

## **1. GENERAL ADMINISTRATIVE PROVISIONS**

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### **1.1. STATEMENT OF PURPOSE**

It is the intention of The Nature Conservancy (“Customer”) to solicit Proposals for a *qualified and experienced* Engineering and Environmental Consulting Vendor licensed to do business in the State of Connecticut. Those receiving this Request for Proposals (RFP) are referred to as “Vendor”.

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

THE NATURE CONSERVANCY (TNC) is a District of Columbia, USA, non-profit corporation with its principal place of business in Arlington, Virginia, USA. TNC has offices across the U.S. and in over 30 countries around the world.

Since 1951, The Nature Conservancy has been working with communities, businesses, and people to protect more than 119 million acres of land and 5,000 miles of rivers worldwide. We also operate more than 100 marine conservation projects globally. Our mission is to preserve the plants, animals, and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive. Please see [www.nature.org](http://www.nature.org) for more details on what The Nature Conservancy does and where we work.

This contract shall result in site planning and engineering design services to restore an estuary and salt marsh complex associated with Bride Brook in Rocky Neck State Park in East Lyme, Connecticut. The project design shall improve tidal exchange between Bride Brook and Long Island Sound and improve ecological health of the estuary and saltmarsh and provide ecological services including unimpeded passage for river herring and American eel to upstream spawning and rearing habitats. This project is funded through a NOAA Transformational Habitats and Coastal Resilience grant, under the Bipartisan Infrastructure Law and Inflation Reduction Act. This project scope shall cover the entire marsh system and length of Bride Brook within Rocky Neck State Park.

### **1.2 BACKGROUND**

Rocky Neck State Park (RNSP) in East Lyme, CT is home to exemplary recreational features and ecological systems. It is one of the most visited parks in the state and in 2022, welcomed over 600,000 visitors. Running the length of the park is Bride Brook, a tidally influenced watercourse that supports the largest run of anadromous alewife in the State of Connecticut, supports 82 acres of saltmarsh, and flows into Long Island Sound, Connecticut’s largest and most important natural resource. Currently, there are several modifications within the lower reaches of this tidal creek: two road crossings, two pedestrian boardwalks, a rail bridge, and a box culvert with armored channel. These modifications have had significant consequences, causing disruption to the system’s natural state by altering the hydrologic regime, restricting tidal flow and fish passage, accumulating sediment, and ultimately leading to extensive marsh platform degradation and marsh plant and animal community loss. Shallow, open water is now present, and

the water quality of Bride Brook are other site conditions. Additionally, these restrictions have led to outdated and limited access to public amenities like the marsh and beach, with accessibility and safety concerns.

Considering the critical role RNSP plays in the ecological and social landscape, the goals of the project are to: 1) Re-establish unimpeded tidal connectivity between Bride Brook and Long Island Sound, 2) Implement large-scale, climate-resilient, saltmarsh restoration, and 3) Improve public access to and from the beach, facilities and saltmarsh, and enhance park visitor outdoor learning and recreational opportunities.

Restoration of RNSP shall help improve productive fisheries and strengthen ecosystem resilience by re-establishing full tidal connectivity between Bride Brook and Long Island Sound, restoring marsh habitat, and improving migratory fish (river herring, American eel) access to upstream Bride Lake and other freshwater habitats. Multiple finfish species have Essential Fish Habitat, designated by the National Marine Fisheries Service, located within or adjacent to RNSP, and improving access to freshwater habitat for alewife shall have cascading ecological benefits. To realize these goals, this project shall support the necessary assessments, design plans, and permits to advance the restoration to implementation.

Along with enhanced ecological resilience, this project is focused on creating a climate-resilient state park. Open green spaces act as natural shields, buffering the effects of climate change by managing flood waters, storing carbon, and reducing ambient air temperatures. Although this project is not located within a state or federally recognized tribal, indigenous, or underserved community, restoration of RNSP shall benefit visitors from many regional communities, including underserved communities and tribes by offering increased public recreational opportunities, improved access to coastal natural resources, exposure to vibrant and healthy ecosystems, and enhanced environmental education opportunities.

Restoration of RNSP closely aligns with regional and local planning initiatives focused on habitat conservation and restoration, aquatic connectivity, wetland ecosystem services, hazard mitigation, climate resiliency, local community engagement, and equitable access to outdoor recreation areas. This project is a high priority for the Connecticut Department of Energy and Environmental Protection (CT DEEP) and demonstrates transformative potential for RNSP, Connecticut, and Long Island Sound by addressing critical ecological and social needs and challenges. The project results shall have lasting impacts beyond the project site as it shall provide a roadmap and lessons learned for similar sites across Connecticut and New England, particularly those facing concerns with tidal restrictions caused by transportation infrastructure, and/or aspire for more resilient and equitable access to a public resource.

### **1.3 SITE DESCRIPTION**

The project site (pictured in Figure 1) includes the boundary of Rocky Neck State Park; center point of project site is 41°18'27.42"N, 72°14'36.80"W.



Figure 1. Rocky Neck State Park (RNSP) is located on the southeastern shore of Connecticut (star, inset map). The park supports many ecosystems such as a tidal creek, salt marsh, sandy beach, and forest.

**1.4 SERVICES REQUESTED**

**A. Task 1 – Project Management and Coordination**

The Vendor shall lead this engineering services project and necessary sub-contractors to keep the project on-schedule and on-budget. Tasks include sub-contractor selection, Project Team communication, coordination and documentation of project goals, deadline coordination, dissemination of documents for client and stakeholder review, progress monitoring and routine scheduling, and coordination of deliverables. To ensure success, the Vendor shall develop a Quality Assurance/Quality Control plan, overall project timeline, and project schedule.

Deliverables:

1. Monthly meeting agendas, minutes, and key action summaries for all work task activities to be provided to TNC, CT DEEP, and other project partners.

2. Monthly reporting, with sufficient detail on key task work and percent completion of each task, and invoicing to TNC, with breakdown of costs by work task.
3. Overall project timeline and schedule with modifications to the schedule, if warranted.

**B. Task 2- Stakeholder Engagement and Outreach**

Robust stakeholder engagement and outreach is a critical component of this project to ensure a diverse range of stakeholders and park users, especially from underserved communities, are included and informed, included in conversations, and have opportunities for meaningful participation and input throughout the project. The Vendor shall support the Project Team by providing graphic materials such as handouts to be used for stakeholder engagement activities. Graphic materials shall describe the site conditions, as well as Project Alternatives, a Preferred Alternative (see Task 4 – Alternatives Analysis and Design), and the findings of the Existing Conditions Report (see Task 3 – Existing conditions analysis, data gathering, and modeling). The Vendor shall utilize a range of visualization techniques and tools to equitably reach public audiences, and provide accessible participation in the project’s development, including community charrettes to understand visitor priorities for park amenities, marsh viewscapes, and pedestrian walkways, other recreational uses, and interpretive signage. The Vendor shall participate in an assumed eight stakeholder meetings and workshops throughout the project period. Key contractor staff person(s) shall attend meetings in-person; other contractor staff may participate virtually.

The stakeholder meetings and workshops will occur in locations throughout the state (e.g., Hartford, New London) in addition the Park’s location (East Lyme). To increase participation and reduce scheduling conflicts, some of these meetings will take place in the evenings and on weekends. In Year 1, the Project Team will host at least three information sessions and workshops to explain the project, solicit feedback for how people use and engage with the Park, and brainstorm improvements. In Year 2, the Project Team will host at least three events to share what has been learned about the site and the collaborative workshop outcomes. In Year 3, at least two events will be held to share the preferred alternative, preliminary designs, and projected future directions. In addition to the formal public information sessions and workshops, members of the Project Team will attend existing community group meetings to share project updates and solicit feedback.

Additionally, the Vendor shall attend an on-site professional training event to shall be held in Year 2, to be hosted by the Project Team. The training will host approximately 40-60 participants. Focal topics may include NOAA Tier 1 monitoring protocols, conceptual design planning, and restoration best use or other innovative practices. Target audiences will include restoration practitioners and decision-makers such as NGO staff, researchers, early career professionals, state agency staff, and educators. Training participation from new groups, especially from underserved and/or underrepresented communities will be highly encouraged. The Vendor shall provide graphic materials (e.g., pamphlets, posters) for this training.

Deliverables:

1. Graphic materials describing site conditions, project alternatives, design, and coastal modeling results for (6) in-person stakeholder meetings and workshops and (2) virtual stakeholder meetings and workshops.
2. Graphic materials describing monitoring protocols and conceptual designs for the project (e.g., pamphlets, posters).
3. PowerPoint presentation(s) to engage stakeholders in discussion.

**C. Task 3 – Existing conditions data collection, analysis, mapping , and modeling**

**C.1. Data gathering and hydrodynamic modeling**

The Vendor shall be responsible for developing a three-dimensional hydrodynamic model to study Bride Brook and the surrounding estuary, as well as the corresponding littoral cell, bounded by Seal Rock to the east, and Rocky Neck to the west. The model shall approximate the form and function of the Bride Brook estuary and corresponding littoral cell. The model shall incorporate the most recently available topographic and bathymetric data, including but not limited to, LiDAR data from CT DEEP's latest output for the coastline that was recently produced by Whiteout Solutions, on behalf of CT DEEP. The Vendor, in collaboration with the Project Team, shall oversee the acquisition of additional topographic, bathymetric and Bride Brook channel transect surveys to serve as the foundational data for hydrologic and hydraulic modeling purposes. This shall include tidal inputs and Bride Brook steam flow data, particularly storm inputs. The design storms will be selected in conjunction with the Project Team. The Vendor shall be responsible for developing the DEM for the project site, collecting water level/tide and salinity data in Bride Brook, estuary, and nearby Long Island Sound to characterize the extent of, and contributing factors to, tidal conditions, including existing dampening in Bride Brook and bordering saltmarsh. Directional wave data in the nearshore zone shall also be secured through the existing NOAA data source, or collected for use in the coastal modeling. Additional assessments shall be conducted to document the site's existing conditions, including but not limited to, sub-aqueous soils data and mapping from the NRCS Long Island Sound Coastal Zone Soil Survey and any requisite marsh, channel, and/or estuary soil sampling (e.g., vibracoring) and analysis, marsh health (Unvegetated: Vegetated Ratio), marsh vegetation sampling, and other additional requisite baseline conditions data. Assessments shall include both desktop and field investigations and shall include LiDAR-derived base map, and the ecological metrics that shall help define marsh health and conditions. The model shall be calibrated to provide the best agreement between modeled variables and observed measurements.

Deliverables:

1. Existing conditions map(s).
2. Digital elevational model and related survey documentation of Amtrak bridge, box culvert located at the mouth of Bride Brook and groins, boardwalk structure, and any other structures that impact the hydraulics of this tidal system.

3. Calibrated and validated hydrodynamic model of pre-restoration conditions.

## **C.2. Existing Conditions Report**

The Vendor shall be responsible for producing an Existing Conditions Report that documents the results of data gathering, analysis, and hydrodynamic model updates and calibration. The Existing Conditions Report shall include an extensive literature review encompassing similar projects in Long Island Sound and other Northeast restoration initiatives.

### Deliverables:

1. Existing Conditions Report, that documents that results of data gathering, analysis, literature review, and pre-restoration modeling.

## **D. Task 4 – Alternatives analysis and design**

### **D.1. Alternatives analysis**

The Vendor shall develop a set of project alternatives that address the project goals and provide graphic materials to facilitate the selection of a preferred alternative. Project alternatives shall provide a variety of approaches to advancing the project goals for RNSP. The alternatives shall consider: Tidal hydro-reconnection, saltmarsh restoration, fish habitat and fish passage, recreational uses (e.g., beachgoers, fishing, crabbing, and other), public access improvements intended to improve accessibility and ensure compliance with The Americans with Disabilities Act, and Outdoor Developed Areas Accessibility Guidelines (ODAAG). The Vendor shall work with the Project Team to develop a set of screening criteria to assist with decision-making and to assess a reasonable range of alternatives for analysis, including a no-action alternative to understand future site impacts. Additional hydrologic, hydraulic, and sediment transport modeling shall be performed on one or more of the alternatives to better define performance under both current and future climate conditions. Alternatives shall include site plans, typical sections, regulatory constraints, implementation challenges, operation and maintenance requirements, material sourcing strategy, and conceptual cost estimates. Each alternative shall include an assessment for that alternative to adapt to future climate change. This task includes identifying the potential construction/operation and maintenance effort that would be required as part of a future adaptation effort.

## **E. Task 5 – Technical design, permitting, and cost estimates**

The Vendor shall advance the preferred alternative into technical design, documentation, and permitting. These documents shall serve as foundational materials for future funding applications and shall be developed to a level that shall allow for implementation.

### **E.1. Technical design**



The Vendor shall prepare technical design documents to be used for permitting, cost estimating, and future implementation. The Vendor shall submit design documents to the Project Team at the following milestones: 30%, 70%, 90%, and 100% design plans. The Vendor shall prepare a constructability review such that the final design is developed in a manner that shall not unnecessarily increase construction costs or impact resource areas. A final cost estimate, material sourcing, and construction drawings and specifications shall be completed for construction bidding. Implementation shall include a Traffic Control Plan, to account for any impacts to park circulation during the construction ac. The Vendor shall work with the Project Team and CT-DEEP to review the construction plan to ensure that impacts to park users, and operations and maintenance activities are mitigated. Final designs shall incorporate stakeholder input as gathered throughout meetings identified in Task 2 – Stakeholder Engagement and Outreach.

Deliverables:

1. 30%, 70%, 90%, and 100% design plans, details and specifications
2. Bid documents
3. Constructability review
4. Traffic Control Plan
5. Final project cost estimate
6. Material sourcing plan

**E.2. Basis of Design Report**

The Vendor shall develop a Basis of Design Report to identify project goals, performance criteria, any additional requirements identified the Project Team. The Basis of Design shall include existing conditions summary, summaries of data and modeling results used in the design, criteria for project alternative evaluation, a Cost-Benefit Analysis of each project alternative, a review of potential Categorical Exclusions for the design under the National Environmental Policy Act, and a review of potentially applicable limitations and mitigation measures identified in the current NOAA Programmatic Environmental Impact Statement. Additionally, the Report may also incorporate any standards or policies required by CT DEEP.

Deliverables:

1. Basis of Design Draft Report
2. Basis of Design Final Report

**E.3. Adaptive Management Plan**

As a component of the alternative development and design process, an adaptive management plan for the overall Bride Brook system and its various elements shall be developed. For this project to succeed, no phase can proceed without including adaptive management as an element of the design and future implementation. Adaptive management shall describe how to meet the stated project goals, including restoration of tidal flow and improving public access, when confronted with future climate-driven

weather pattern uncertainties. The Adaptive Management Plan shall describe key uncertainties for the project, proposed monitoring activities, applied studies, and additional modeling. The Adaptive Management Plan shall also discuss the institutional structures and processes for undertaking adaptive management. This may include the integration of a Dynamic Adaptation Policy Pathway (DAPP). The DAPP approach establishes triggers (or tipping points) that inform users when a policy or action may fail or no longer meets its objectives, and thus, requires a responsive action(s). This DAPP approach provides a short-term direction for the project, as well as long-term guidance to support adaptive plans and alternatives to manage future uncertainties and changing design parameters.

Deliverables:

1. Adaptive Management Plan Draft Report
2. Adaptive Management Plan Final Report

**E.4. Permitting**

The Vendor shall assist the Project Team to secure all necessary permits to implement the project. The Vendor shall provide 70% design documents as the basis for permitting. The Project Team and the Vendor shall work closely with NOAA, CT DEEP Land and Water Resource Division, United States Army Corps of Engineers (USACE), USFWS, and National Marine Fisheries Service (NMFS) to ensure that the preferred alternative secures all permitting required for implementation. The Vendor shall work with the Project Team to provide site information as needed for the NOAA Technical Monitor to complete the phased approach NOAA NEPA Inclusion Analysis. Permits and documentation required are expected to include: CT DEEP NDDDB query, Essential Fish Habitat consultation leading to design recommendations, Endangered Species Act consultation, CT DEEP Letter of Permission or Structures, Dredging, Fill, and Tidal Wetlands Permit (SDFTW), 404 Individual Permit, 401 Water Quality Certification, State and Tribal Historic Preservation Office Section 106 consultations.

Additional on-site data collection may be required for permit approval and shall be conducted over a set period of months and seasonal conditions. Additional data collection shall be considered an Additional Service, and the Vendor shall prepare an optional task in the proposal describing the proposed activities, fee, and schedule.

**1.7 TNC'S PROCUREMENT PROCESS**

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

### 1.7.1 Customer's Obligations

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

### 1.7.2 Vendor's Obligations

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

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

Customer requests 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, Customer has the right to reject that entity as the contract winner.***

Vendor shall not use the names, logos, images or any data or results arising from the anticipated contract.

## 1.8 SELECTION CRITERIA

Proposals should not exceed 25 pages, excluding attachments, brochures, covers, and dividers. Proposals longer than 25 pages shall not be further considered.

### 1.8.1 Selection Criteria

A selection committee will review proposals. Selection criteria includes, but is not limited to, the following:

- a) Proposed Project Approach (50%)
- b) Experience with Similar Projects (20%)
- c) Personnel Qualifications and Experience (20%)
- d) Minority Participation (10%)

#### 1.8.1.a Proposed Project Approach

- a) Outline a practical, realistic, and proven approach that meets the needs outlined in the Project Tasks, with a reasonable schedule.
- b) Provide proven and acceptable methodology for a practical approach to address all needs outlined in this request.
- c) Justify benefits of the methodology and project costs.
- d) Provide a reasonable schedule that considers all tasks.

#### 1.8.1.b Success with Similar Projects

Please document the success of projects to model, design, and implement marsh restoration projects, including hydrologic and hydraulic modeling, with public access or recreation considerations.

- a) Provide evidence of capacity to succeed with projects of similar scope and discuss how past projects achieved the following:
  - i) Provide evidence of successful hydrologic and hydraulic modeling for ecological restoration projects of similar scope and nature.
  - ii) Provide documentation that cost-effective methods were used in the modeling analysis and design of saltmarsh restoration projects. Discuss if original cost projections provided during the feasibility and design phases provided realistic guidance for the construction phase (design estimates and final costs were reasonably related).
  - iii) Provide evidence that past modeling and restoration design projects were completed in a timely fashion with a discussion on the projects' longevity and resilience in response to recent storm activity or sea level rise.
  - iv) Provide evidence of experience with coastal recreation projects, such as fishing piers, boardwalks, public access points, and wayfinding.
  - v) For each project discussed, provide a list and brief resumes of key staff directly involved in the project process and quantify their contribution to the final product.
  - vi) Provide a minimum of three references that can verify the experience with similar projects completed by your firm. Include contact name, phone, address, email, and name of project. Reference contact should be the person who worked most directly with your firm. References will be contacted for all finalists.

#### **1.8.1.c Personnel Qualifications**

List the names of key personnel who shall be directly involved with this project and include the following information:

- a) Overall qualifications of the personnel who shall be working on the project: the team shall have a combination of individuals that can successfully meet the objectives of the project.
- b) Education, certifications, training, and experience on related projects for individual team members.
- c) Percentage of time of most qualified team members to be devoted to project.
- d) Address how individual team members' roles and responsibilities shall be commensurate with the individual's experience, training, and education.
- e) Indicate team members who have worked together before on successful projects relevant to this request.

- f) A written statement attesting that your firm maintains an errors and omissions liability insurance policy with a minimum limit of \$1,000,000. The Contractor shall carry appropriate workers' compensation, hazard and liability insurance coverage written on an occurrence basis during the term of this Contract. The Contractor shall have The Nature Conservancy named as an additional insured on the Contractor's policy and provide The Nature Conservancy with evidence that the appropriate insurance coverage is in effect.

**1.8.1.d Minority and/or Women Owned Business Participation**

Indicate whether the company is a minority and/or women owned business and if any team members on the project have minority or women ownership.

**1.9 FORMAT AND SUBMISSION REQUIREMENTS**

Submissions shall consist of a cover letter and proposal package.

- The cover letter shall be no more than one standard letter size page with text size no smaller than size 12 font, and shall clearly indicate the name, title, email address and telephone number of the submitting firms' primary contact.
- The proposal package shall be limited to no more than 25 standard letter size pages with text size no smaller than size 12 font, including firm and/or team organization, background, examples of relevant previous project experience, resumes of key personnel and/or all other supporting documentation - not including all cover letter, attachments, brochures, and dividers.
- If more than one entity is responding to this RFP under a single proposal, the proposal package shall list all entities that are a part of the proposal and/or will perform services pursuant to the Scope of Work.
- The cover letter and proposal package shall be compiled into a PDF document and submitted electronically to the contact person in Section 1.9.1.

**1.9.1 Submission and Deadline**

It is the sole responsibility of the entity submitting a proposal in response to this RFP to ensure actual delivery of their submittal prior to the deadline. Submissions must be received prior to the deadline by email to Timothy Clark (timothy.clark@tnc.org).

**Submissions received after the deadline shall not be considered.** Firms should submit the cover letter and proposal package **no later than 4:00 p.m. Eastern time on November 1, 2024** to:

**Mr. Timothy Clark**  
**The Nature Conservancy of Connecticut**  
**265 Church Street, 16<sup>th</sup> Floor**  
**New Haven, CT 06510**  
**Email: timothy.clark@tnc.org**  
**Phone: 203-502-9844**

### 1.9.2 Critical Dates

An optional pre-bid on-site meeting will occur on **October 11, 2024 at 2:00pm**.

Questions Regarding the RFP: Vendor shall submit questions to The Nature Conservancy by 5:00 pm Eastern Time on **October 16, 2024**.

The Nature Conservancy shall use reasonable efforts to answer questions by **October 23, 2024**.

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

Proposal Due Date: Proposals shall be delivered to The Nature Conservancy on or before **November 1, 2024**. See Article 1.9 for Submission Requirements.

RFP Activities	Due Date
Distribute RFP	September 30, 2024
Pre-bid site visit	October 11, 2024
Vendor Submits Clarification Questions	October 16, 2024
TNC Submits Answers to Questions	October 23, 2024
Vendor Written Proposals Due	November 1, 2024
Select Firm	November 13, 2024
Project Completion Date	September 30, 2027

TNC holds the right to change any date in the Project Schedule listed above.

## 1.10 ADDITIONAL INFORMATION

### 1.10.1 Restricted Communications

It is the policy of the Customer to avoid situations which (1) place it in a position where its judgment may be biased; (2) create an appearance of conflict of interest with respect to rendering an impartial, fair, technically sound, and objective decision prior to selection; or (3) give an unfair competitive advantage to competing Vendors. Therefore, to ensure an ethical evaluation process, all inquiries or other communications regarding this RFP shall be exclusively directed to the Customer's authorized Agent, to the person and location specified in Article 1.9.1 of this RFP. Vendors are hereby expressly instructed not to otherwise communicate with Customer's officers or employees regarding this RFP. This prohibition is also applicable to Vendors' affiliates, officers, employees, agents, Vendors, and subcontractors.

### **1.10.2 Disposition of Proposals**

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

### **1.10.3 Contractual Commitment of Proposal**

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

### **1.10.4 Confidentiality**

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

### **1.10.5 Conflict of Interest Disclosures**

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

Please complete the attached Conflict of Interest Disclosure Form enclosed in Article 3 (Attachments) and send with your RFP response.

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

## **2.VENDOR'S PRODUCT, SERVICE AND PRICING**

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The Vendor should provide sufficient information to enable TNC to understand and evaluate the Vendor's organizational structure, within reason. TNC understands that subcontracting with local vendors and regional experts may be needed depending on the project type, availability of subcontractors, geographic location, or other factors. Please answer all the following questions. A "yes" or "no" answer may suffice, but please add clarification where noted or where you consider appropriate. Note any attachments. The Vendor shall, at a minimum, respond to the following:

### **2.1 PAYMENT TERMS**

2.1.1 What are the Vendor's proposed payment terms and how often does Vendor send out invoices?

### **2.2 QUALITY OF SERVICE**

2.2.1. Guarantees/Warranties: State details on service guarantees and warranties offered by Vendor.

2.2.2 Government Funding: Please describe your experience and abilities in receiving Federal or other government funds, reporting financial and programmatic information with regard to a project on a periodic basis, and segregating Federal or other government funds in your accounting records. Please also include any federal audit reports or findings of projects completed and any historical data on Vendor's utilization of HUDs or small and minority businesses within the past 10 years.

2.2.3 Insurance: Please describe the insurance limits under your existing insurance policies, carrier(s), and whether TNC and other parties required by funding or other sources (e.g. government agencies, private foundations) can be named as an additional insured.

2.2.4 Customer Service: Please provide a detailed organizational chart of the Vendor's proposed account team for the Customer. The account structure should include, but may not be limited to, an account representative, an inside support person, and a customer service representative. Provide their names, title, location, telephone number, and email.

2.2.5 Environment: Please state what the Vendor does to help the environment and what policies and procedures are in place.

2.2.6 Subcontracting: Any subcontractors must be identified along with the defined work they will perform. The Customer shall not refuse a proposal based on the use of subcontractors but does retain the right to refuse the subcontractors selected. Vendor shall remain solely responsible for all subcontracted work. Describe your rationale for using subcontractors.

2.2.7 References: Customer requires Vendor to provide at least three (3) references with contact name and phone number. All references must be contacted by Vendor and give



permission for the Customer to make contact. References should be similar in size to Customer, and at least three must be a customer of the Vendor's for two (2) years or more.

2.2.8 TNC is a non-profit organization. We strive to minimize administrative and project costs to ensure that maximum dollars go toward our mission. If the Vendor can aid in our efforts, please indicate if any no-cost or reduced pricing is possible.

### **3. ATTACHMENTS**

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- 3.1. The Nature Conservancy's Conflict Inquiry Form
- 3.2. Vendor Questionnaire



## CONFLICT INQUIRY FORM

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

STEP 2: DEFINITIONS & QUESTIONS (Complete <u>*only*</u> the section relevant to your organization)		
<p><b>(1) TNC Key Employees and Board of Directors:</b> Please refer to the <b>attached list</b> 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><b>(2) TNC Trustee:</b> Individuals serving as a Trustee or Advisor to TNC.</p> <p><b>(3) Substantial Contributors:</b> Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.</p> <p><b>(4) Family Members and Close Relatives:</b> Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.</p>		
SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):	Yes	No
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?		

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

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

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

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

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

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

<b>TNC COVERED PERSONS</b>				
The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors.				
List Current as of April 22, 2022				
<u>Current Key Employees</u>	<u>Former Key Employees*</u>		<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Keith Arnold Matt Arnold Nathalie Augustin David Banks Matt Brown Jan Glendening Meg Goldthwaite Katharine Hayhoe Tom Neises James Page Michael Tetreault Darci Vetter Leonard Williams	Justin Adams Kacky Andrews James Asp Charles Bedford Michelle Beistle* Karen Berky Giulio Boccaletti Mark Burget Mario D’Amico Maria Damanaki Michael Doane* William Ginn Elizabeth Gray Santiago Gowland Wisla Heneghan Sherri Hammons Steve Howell Jack Hurd Charlotte Kaiser* Joe Keenan Marianne Kleiberg* Leonardo Lacerda* Richard Loomis	William McGoldrick* Robert McKim Brian McPeek Pascal Mittermaier Bola Olusanya* Jeffrey Parrish* Seema Paul Hugh Possingham Glenn Prickett Aurelio Ramos Lynn Scarlett Theresa Shaw* Michael Sweeney* Heather Tallis Mark Tercek Ian Thompson* Marc Touitou Bill Ulfelder* Joni Ward* Peter Wheeler Janine Wilkin Heather Wishik Hazel Wong Heather Zichal	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Joseph Gleberman Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Jennifer Morris Ana M. Parma Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Frances A. Ulmer Kevin Weil Ying Wu	David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Andrew Liveris Jane Lubchenco Jack Ma Craig McCaw Thomas J. Meredith Thomas Middleton Stephen Polasky Rajiv Shah Mark Tercek Kent Thiry Thomas J. Tierney Moses Tsang P. Roy Vagelos Margaret C. Whitman
*Current TNC Employee; No longer considered Key Employee.				
TNC’s <a href="#">Related Entities</a> (If applicable)				
<b>Key Employees (members of Related Entity leadership team):</b>			<b>Current Fiduciary Board Members, if applicable:</b>	

**3.2. VENDOR QUESTIONNAIRE**

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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.

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**General Information:**

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

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

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

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

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

Federal ID or SSN #: \_\_\_\_\_

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

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**Customer Information:**

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

\_\_\_\_\_

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**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

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**Employee Information**

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

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**Service Information**

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

\_\_\_\_\_ YES      \_\_\_\_\_ NO

If yes, please list.

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

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**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.

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**Legal**

If your firm is bonded, please indicate type:

Performance Bond      \_\_\_\_\_ YES      \_\_\_\_\_ NO  
Labor & Material Payment Bond      \_\_\_\_\_ YES      \_\_\_\_\_ NO

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

\_\_\_\_\_ YES      \_\_\_\_\_ NO

If yes, please explain:

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



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

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

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

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