



***KEWEENAW HEARTLANDS:  
CONSULTING FORESTER***

**REQUEST FOR PROPOSAL**

*FEBRUARY 1, 2023*

SUMMARY: The Nature Conservancy is soliciting bids for a consulting forester to write and implement a forest management plan that fulfills the requirements of the State of Michigan's Commercial Forest Act (CF) at TNC's recently acquired 32,000+ acre Keweenaw Heartlands Reserve in Keweenaw County, Michigan and assist on an as needed basis in other land management activities. Management plan implementation will begin in 2023 and continue through June 2026 with possibility for extension. Proposals are due February 21, 2023 by 5 pm EST.

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# 1. GENERAL ADMINISTRATIVE PROVISIONS

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## 1.1. Statement of Purpose

It is the intention of The Nature Conservancy (“Customer” or “TNC”) to solicit offers for a forest consultant to write and oversee a forest management plan, and land management activities for the TNC’s Keweenaw Heartlands Reserve. Those replying to this Request for Proposal (RFP) are referred to as “Vendor”.

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

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

Since 1951, The Nature Conservancy has been working with communities, businesses and people like you 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 Conservancy does and where we work.

*The Nature Conservancy acquired the Keweenaw Heartlands Reserve as four tracts in October and December of 2022. TNC is currently working with the community and local and state government to develop a plan under which TNC will, over an estimated three to five years transfer the Property, in multiple, separate tracts, to state and local governmental bodies, with the collective aim of the land remaining open to public use, while advancing a rural economic future based on sustainable forestry and outdoor recreation.*

In order to manage the property while in TNC ownership, TNC is seeking bids to complete a forest management plan that meets the requirements of Michigan’s Commercial Forest Act (CF), and assistance in various large landowner tasks as needed in infrastructure and road maintenance, potential for specialized inventories of stands where more information is needed for management decisions, and special land management projects such as gate and berm maintenance, boundary maintenance, and occasional monitoring activities as they arise on an as needed basis. Minimal field work should be required in order to complete the required CF plan as existing data on timber volumes and inventories currently exists for the 31,136 acres of the Keweenaw Heartlands Reserve previously enrolled in CF. TNC will manage the timber sustainably, but will not be enrolling the property in our FSC certificate at this time. If you would like more information on what data is in hand, please see Article 1.6.1 for contact information, or the bottom of Article 1.1 for details on how to attend the pre-bid meeting.

**The Vendor will provide and budget for the following tasks:**

**1. Commercial Forest Planning – Mandatory**

- Draft and submit a forest management plan of the project area to the State of Michigan that meets the requirements of the Commercial Forest Act (CF). CF plan must be completed June 30, 2023 and will be reviewed and cosigned by TNC's Forest Project Manager.

**2. Infrastructure – As needed basis**

- Act as TNC's agent in subcontracting work on infrastructure to ensure that roads, bridges, and stream crossings are in an acceptable state and in compliance with Michigan's Department of Environment, Great Lakes, and Energy (EGLE).

**3. Timber Sale Preparation – As needed basis**

- Where its in the best interest of the property (e.g. prevent resource damage) assist with timber sale preparation.

**4. Inventory– As needed basis**

- Potential for additional forest inventory following the plan and other TNC inventory efforts. This could include forest management inventories such as quick cruise, operational inventory, Continuing Forest Inventory (CFI) plots, or carbon inventory plots.

**5. Special Projects – As needed basis**

- Perform occasional maintenance and supervision of property boundaries.
- Work with TNC and neighboring landowners on road use and other access agreements.
- Notify TNC of any ecological and/or forest health concerns as they are identified.

**Vendor proposal should detail:**

- **Schedule:** Vendor must complete Commercial Forest Management Plan by June 30, 2023. Other activities will be performed on an as needed basis.
- **Detailed Budget:** Vendor will supply a detailed project budget, including personnel, travel, and indirect expenses listed annually for the FY 2023-2026 project implementation period. See detailed template in **Attachment 3.3.3**. Task 1, the Commercial Forest Management Plan is the only mandatory task. TNC would like to have a forest management company under contract to help with other various tasks related to working forest lands to be paid on an as needed basis with a not to exceed amount for each task.

A pre-bid meeting will be held virtually on February 9<sup>th</sup> from 12-2pm EST. This meeting is not mandatory for Vendors. Details and meeting link will be posted publically on the Keweenaw Community Foundation site: <https://www.keweenawcommunityfoundation.org/keweenaw-land-project>

**Location:** The project site is located at The Nature Conservancy's Keweenaw Heartlands Reserve in Keweenaw County, MI.

**Duration:** The contract for this RFP will last through June 30<sup>th</sup> 2026, with possibility for extension. TNC intends to transfer long-term ownership of the property in multiple transfers, as a result, ownership size will diminish over time.

## 1.2. TNC's Procurement Process

Procurement activities will be conducted in a nondiscriminatory manner with fair treatment given to all Vendors. The Conservancy reserves the right to reject any and all offers for any reason whatsoever, to waive technicalities, and to pursue purchasing in a manner that is in the best interest of the organization. TNC further reserves the right, in its sole discretion, to cancel this RFP, amend this RFP, to re-advertise for proposals, and to waive irregularities in the proposal submission and review process.

## 1.3. Customer's Obligations

Customer incurs no obligation or liability whatsoever by reason of issuance of this RFP or action by anyone relative thereto. TNC will not pay for any information contained in any proposals submitted. TNC is not liable for costs incurred by firms prior to issuance of a contract. TNC also may negotiate separately with any source in any manner necessary to serve its best interest.

## 1.4. Vendor's Obligations

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

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

Customer requests 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 for advertising without Customer's prior written consent.

## 1.5. Vendor Submission Requirements

1.5.1. Submission of Proposal:

1.5.2. Vendor will send its response to this RFP via email. Proposal should be in PDF or MS Word format and with project narrative not exceeding 10 pages.

1.5.3. Contact for Vendor's Submission of Proposal:

**Emily Clegg, Director, Land and Water Management  
The Nature Conservancy, Michigan  
Email: eclegg@tnc.org**

**-AND-**

**John Den Uyl, Project Manager, Forest and Climate Conservation  
The Nature Conservancy, Michigan**

**Email: [john.denuyl@tnc.org](mailto:john.denuyl@tnc.org)**

**1.6. Critical Dates**

**1.6.1. Questions Regarding the RFP**

Vendor will submit questions to John Den Uyl ([john.denuyl@tnc.org](mailto:john.denuyl@tnc.org), 517-999-7741) by February 17, 2023. See Article 1.5.1. for contact information.

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

**1.6.2. Proposal Due Date**

**Proposals must be submitted to TNC before February 21, 2023 at 5pm.** See Article 1.5 and Section 2 for Submission Requirements.

<b>RFP Activities</b>	<b>Due Date</b>
Distribute RFP	February 1, 2023
Virtual Pre-bid Meeting	February 9, 2023
Vendor Submits Clarification Questions	February 16, 2023
Vendor Written Proposals Due	February 21, 2023
Select Firm	March 3, 2023

**1.7. Restricted Communications**

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

**1.8. Disposition of Proposals**

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

**1.9. Contractual Commitment of Proposal**

The contents of submitted Proposals will be considered obligations of the successful Vendor. No information should be submitted that is not intended to be incorporated into the Proposal and

any contract which may result from such Proposal. If there is any inconsistency between the terms herein and any of the other contract documents, the terms in the other contract documents shall prevail.

**1.10. Confidentiality**

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

**1.11. Conflict of Interest Disclosures**

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

Please complete the attached Conflict of Interest Disclosure Form (Attachment 3.3.1) and send with your RFP response.

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

## 2. SPECIFIC PROPOSAL REQUIREMENTS

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- 2.1 Title Page** – Proposal must include a title page that shows the proposal’s topic, the Vendor’s name, address, telephone number, email address, name of contact person, date of the proposal, and proposed project total cost.
- 2.2 Project Narrative** – Proposal must include a project narrative that describes the proposed approach and process that will be used to accomplish the work. The narrative should clearly define the following:
- 2.2.1 Timeline for producing a CF forest management plan (Task 1)
  - 2.2.2 Approach to the other Tasks 2-5 hiring and working with subcontractors
- 2.3 Detailed Budget** – A detailed project implementation budget, including categories for personnel, travel, contractual, and indirect expenses for plan writing and management. The overall budget must be broken down into specific work tasks and general staff rates (i.e. senior foresters, field foresters, administrative staff, etc.). A budget template can be found in **Attachment 3.3.3**. Task 1, the Commercial Forest Management Plan is the only mandatory task, TNC would like to have a forest management company under contract to help with other various tasks related to working forest lands to be paid on an as needed basis with a not to exceed amount for each task.
- 2.4 Changes to Scope** – Vendor should provide an explanation of any anticipated deviations from activities or timing presented in this Request for Proposals, including changes to the methods, timing of tasks, or other details.
- 2.5 Vendor Qualifications** – Vendor must describe each participating firm, organization, and/or agency, including experience with large land-based management. The proposal must identify the individual(s) that would work on this project, including any subcontractors and state their direct related experience, education, knowledge, technical expertise, and certifications or licenses directly related to the proposed project. Vendor should have full knowledge of and are encouraged to document their familiarity with the techniques required for the project. The process for selecting them should be described.
- 2.6 Previous Work** – Vendor should note any previous or ongoing work that they have completed for TNC and the main outcomes of those projects.



### 3. PRICING AND ADDITIONAL INFORMATION

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#### 3.1 Pricing/Contract

- 3.1.1 Specify length of time for which proposal is valid. This must be a minimum of 30 days.
- 3.1.2 Please state how long your prices will be guaranteed for this contract.
- 3.1.3 Vendor must use TNC's contract for service. Draft contract will be provided upon request.

#### 3.2 Additional Information

- 3.2.1 Existing Data: Customer holds existing data from stand-level inventory, LiDAR projections and GIS layers, as well as timber volumes from 2020 that were included with the acquisition of the property.
- 3.2.2 Billing/Reports: Interim reports, including invoices for work completed in that project period, are required monthly at the rates provided in the Detailed Budget and must be submitted electronically to TNC for payment.
- 3.2.3 Environment: Please state what the Vendor does to help the environment and what safety policies and procedures are in place for staff and contractors.
- 3.2.4 Subcontracting: Any subcontractors must be identified along with the defined work they will perform. All subcontractors must be approved by Customer. The Customer will not refuse a proposal based on the use of subcontractors but does retain the right to refuse the subcontractors selected. Vendor shall remain solely responsible for all subcontracted work. Describe your rationale for using subcontractors.
- 3.2.5 References: Customer requires Vendor to provide at least two (2) 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 two must be a customer of the Vendor's for two years or more.
- 3.2.6 TNC is a non-profit organization. We strive to minimize administrative costs to ensure that maximum dollars go to our mission. If the Vendor can aid in our efforts by a donation or special pricing, it would be greatly appreciated.

#### 3.3 Attachments

- 3.3.1 The Nature Conservancy's Conflict of Interest Disclosure Form
- 3.3.2 Maps
- 3.3.3 Vendor Questionnaire & Budget Template



## CONFLICT INQUIRY FORM

<b>STEP 1: DESCRIPTION OF PARTIES &amp; TRANSACTION</b>	
<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 checked="" 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>	
<b>Type of Transaction (select one):</b>	<input checked="" 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>	RFP respondent for Keweenaw Heartlands Contract Forester

<b>STEP 2: DEFINITIONS &amp; QUESTIONS (Complete <u>only</u> the section relevant to your organization)</b>		
<p><b>(1) TNC Key Employees and Board of Directors:</b> Please refer to the <u>attached list</u> of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).</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>		
<b>SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):</b>	<b>Yes</b>	<b>No</b>
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

<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?		
<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"> <li>• TNC employee (or former employee who left within the last twelve (12) months);</li> <li>• TNC Key Employee;</li> <li>• TNC Board Member;</li> <li>• Substantial Contributor to TNC;</li> <li>• TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or</li> <li>• Family members or close relatives of the above individuals.</li> </ul>		
<p>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"> <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>
<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"> <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>	

**TNC COVERED PERSONS**

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

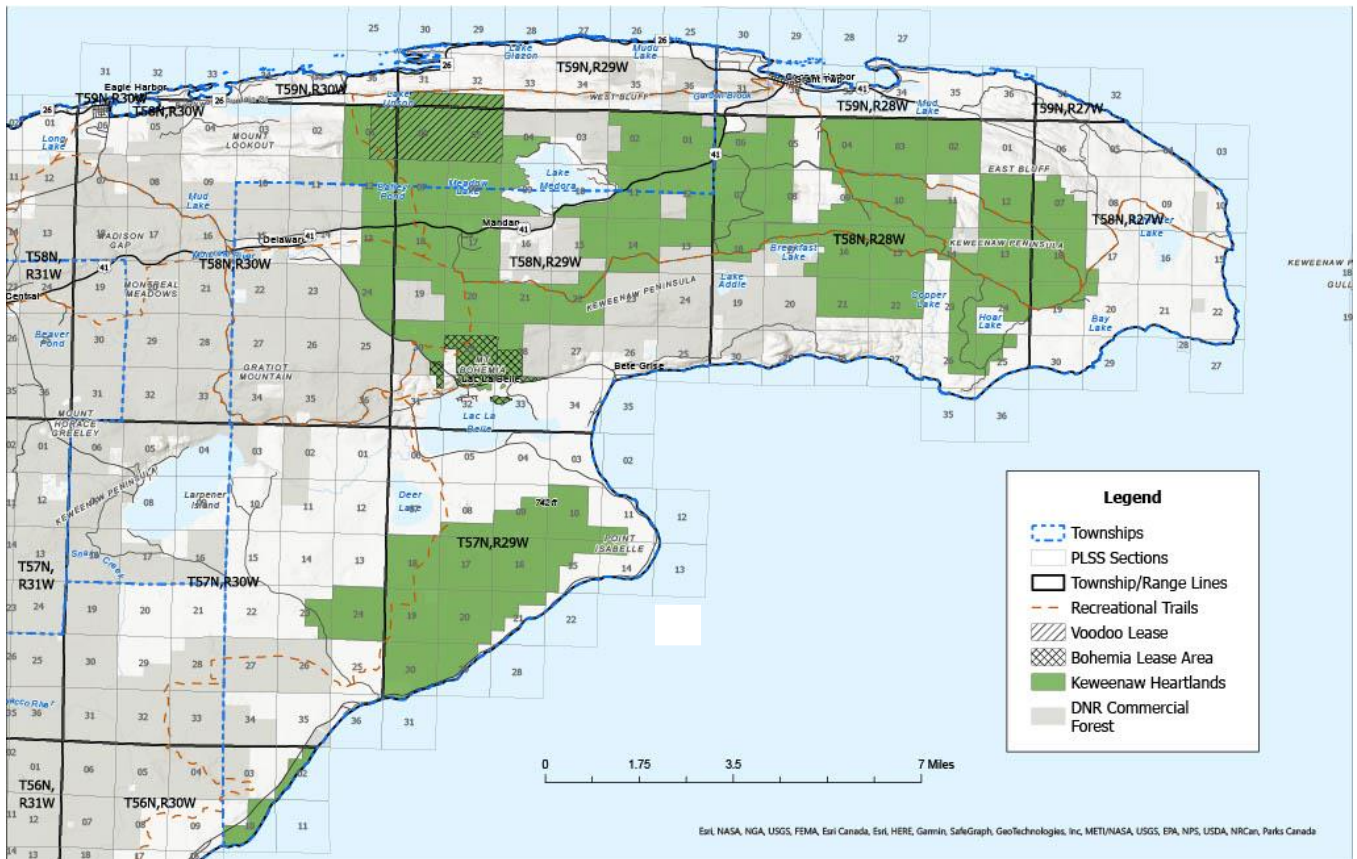
List Current as of January 17, 2023

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

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

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

# Map of the Keweenaw Heartlands Project Area



**ATTACHMENT 3.3.3. - BUDGET TEMPLATES**

**Annual and Total Budgets:** Note this is to be done by TNC’s Fiscal Year which is July 1 to June 30. Task 1 Commercial Forest Plan is a mandatory and needs to be completed by June 30, 2023. All other tasks are to be budgeted on an as needed basis, and therefore as an annual not to exceed number for minimal work.

Task Description	Annual Budgets				Total Amount
	FY2023	FY2024	FY 2025	FY 2026	
1 Commercial Forest Plan	\$				\$
Tasks 2-5 are on an as needed basis and should be budgeted on an annual basis as a not to exceed amount					
2 Infrastructure	\$	\$	\$	\$	\$
3 Timber Sale Preparation	\$	\$	\$	\$	\$
4 Inventorv	\$	\$	\$	\$	\$
5 Special Projects	\$	\$	\$	\$	\$
<b>Total</b>	\$	\$	\$	\$	\$

**Task 1. Commercial Forest Plan – Mandatory Project, Not to Exceed.**

	Activity Description	To be completed by	Total
1a	Draft and submit a forest management plan of the project area to the State of Michigan that meets the requirements of the Commercial Forest Act (CF)	June 30, 2023	
<b>Total</b>			

**Task 2. Infrastructure – As needed annual basis, not to exceed:**

	Activity Description	Information	FY2023	FY2024	FV2025	FY2026	Total
2a	Act as TNC’s agent in subcontracting work on infrastructure to ensure that roads, bridges, and stream crossings are in an acceptable state and in compliance	As needed basis, likely some annually					
<b>Total</b>							

**Task 3. Timber Sale Preparation – As needed annual basis not to exceed:**

	Activity Description	Information:	FY2023	FY2024	FV2025	FY2026	Total
3a	Assist with timber sale preparation when manangement activities are in the best interest of the property (e.g. prevent resource damage)	As an interim owner, TNC only intends to actively harvest timber if there is resource damage, or to prevent resource, pest or pathogen damage. Not likely to harvest.					
<b>Total</b>							

**Task 4. Inventory**

	Activity Description		FY2023	FY2024	FY2025	FY2026	Total
4a	Potential inventory as directed by TNC.	This could include forest management inventories such as quick cruise, operational inventory, Continuing Forest Inventory (CFI) plots, or carbon inventory plots.					
<b>Total</b>							

**Task 5. Special Projects**

	Activity Description		FY2023	FY2024	FV2025	FY2026	Total
5a	Occasional maintenance and supervision of property boundaries						
5b	Work with TNC and neighboring landowners on road use and other access agreements						
5c	Notify TNC of any ecological and/or forest health concerns as they are identified						



**Hourly Rates-Schedule of Fees**

Hourly Rates				
Rate	Staff Member Category	FY2023 Rate	CPI Adjustment	FY2024 Rate
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

\*Annual Price Adjustment- The amount of the payment for time shall be adjusted by CPI as outlined in the Price Index for Cities Class D (All Metropolitan Areas) as published by the U.S. Bureau of Labor Statistics. The adjustment shall be calculated on an annual basis by applying the CPI rate in effect for 12 months ending on November of the current calendar year. This annual increase shall not exceed 3%.

Specify length of time for which proposal is valid. This must be a minimum of 30 days: \_\_\_\_\_

Please state how long your prices will be guaranteed for: \_\_\_\_\_

**Vendor Signature:**

**Date:**

\_\_\_\_\_