

THE FALLS INITIATIVE



REQUEST FOR PROPOSALS CONCEPTUAL PROGRAMMING & PARTNERSHIP STUDY

**PROPOSALS DUE BY APRIL 25, 2022 AT 3:00
PM (MINNEAPOLIS TIME)**

Help us to restore a story disrupted at the Falls.

The Falls Initiative seeks to restore the story of the River and her children at Owamniyomni, the Falls. At its heart is a commitment to truth and reconciliation, and a mission to educate as well as transform. Our team believes that a process founded on authentic empowerment and inclusion will result in an opportunity for healing, and lays the groundwork to create a place of great power and significance.

www.thefalls.org



A Place to Restore a Story Disrupted



REQUEST FOR PROPOSALS

Conceptual Programming & Partnership Study for the Falls Initiative

Issued by Friends of the Falls,
with the Native American Community Development Institute
& the Native Partnership Council

Issue Date: March 30, 2022

THE FALLS INITIATIVE PROCUREMENT TAB:

<https://thefalls.org/procurement/>

**Please submit your proposal by:
April 25, 2022 at 3:00pm (Minneapolis Time)**

| | |
|---|----|
| Welcome & Invitation | 4 |
| Want to Learn More? Join Our Pre-Proposal Call! | 5 |
| Proposal Submittal & Due Date | 5 |
| Proposal Format | 6 |
| Evaluation Criteria & Consultant Selection | 7 |
| Schedule | 8 |
| Contract | 9 |
| Questions? | 9 |
| Rejection of Proposals | 10 |
| Changes or Cancellation | 10 |
| Data Practices | 10 |
| Your Notes | 11 |
| Attachment A - General Terms | 13 |
| Attachment B - Special Conditions, State Grant Funded Study | 16 |
| Attachment C - Native Partnership Council Guidance | 18 |
| Attachment D - Project Links and References | 22 |
| Attachment E - Scope of Services | 23 |



This RFP is powered by the generous support of a grant from the MN
Environment & Natural Resources Trust Fund

WELCOME & INVITATION



Graphic Art Credit: Kjersti Duval | Friends of the Falls

Friends of the Falls (FOF) invites proposals for a Consultant or Consultant Team to work closely with the Falls Initiative Leadership Team (defined in Attachment E) and the concept design team led by GGN to prepare a conceptual programming and partnership report and recommendations for The Falls Initiative.

We welcome you to learn more about The Falls Initiative by visiting our website at www.thefalls.org, reading Attachment E 'Background & Introduction', following us on [Facebook](#) and [Twitter](#) (@TheFallsMpls), and exploring our immersive exhibit at www.thefalls.org/immersive-exhibit.

The selected Consultant(s) will work closely with the Leadership Team to understand the priorities of the Native Partnership Council, co-create goals and objectives for programming, gather relevant information, identify and engage interested parties, define strategies, establish a preliminary understanding of functional requirements, evaluate programming and partnership opportunities, and prepare a report and recommendations for a conceptual programming mix.

The recommended programs and partnerships will be designed to bring important themes to life on the site such as: language preservation, environmental restoration, educational opportunities, food,

sovereignty, indigenous world view, creativity and art, tourism, recreation, gathering, rights of water, culture keeping, and more.

Conceptual program recommendations will be shaped in coordination with [GGN](#), the landscape architect engaged in the project, and their development of the concept site design. In addition to being feasible and compatible with the site design, the conceptual program will be responsive to Native Partnership Council priorities and guidance, informed by community engagement outcomes, and consistent with state grant funding parameters.

The report and recommendations must consider interim activation and "early enhancements" as well as permanent and seasonal programming opportunities for the ongoing life and operation of the Falls site. The report should specifically identify near term opportunities that could be brought to life within 1-2 years, in accordance with the timeline for expenditure of state grant funds from the Environment & Natural Resources Trust Fund to plan and construct selected priority early enhancements in 2024.

Friends of the Falls is seeking an individual, organization, or team who is passionate about The Falls Initiative's goals to bring a creative, collaborative, and thoughtful approach to shaping The Falls Initiative conceptual program.

WANT TO LEARN MORE?

JOIN OUR (OPTIONAL) PRE-PROPOSAL CONFERENCE CALL!

A virtual pre-proposal Zoom meeting will be held on:

April 18, 2022, from 11:00 a.m. - 12:00 p.m. CST

The call will be hosted on Zoom. You can join via computer or mobile device:

Join Zoom Meeting: <https://us06web.zoom.us/j/87580941270>

Meeting ID: 875 8094 1270

Dial-in Number for Conference Call: +1 (301) 715-8592

PROPOSAL SUBMITTAL & DUE DATE

HERE'S WHERE & WHEN TO SUBMIT!

All proposals must be submitted electronically via email to:

info@thefalls.org

If your proposal is too large to email, instead of attaching it, you may send us a link to the downloadable files on a shared folder of your making. **Please do not restrict link access or viewing permissions to the shared folder.**

Proposals must be submitted before the deadline:

3:00 p.m. on April 25, 2022 CST

In the interest of fairness, late proposals cannot be considered.

PROPOSAL FORMAT

HOW SHOULD THE PROPOSAL BE ORGANIZED?

Please use the format provided below to organize your submittal, so that our **EVALUATION PANEL** can easily review and compare proposals.

Consider the evaluation criteria detailed on page 7 as you prepare your proposal. Our hope is that your answers to these questions will help us to get to know you and to make good and informed decisions about the Consultants or Consultant Teams selected for an interview.

Here's what we need:

A written proposal, in 8-1/2x11, in portrait orientation, provided as either an Adobe Acrobat (*.pdf) document or a Microsoft Word (*.doc) document, organized as follows:

Consultant(s)/Team Bios
Relevant Experience (1-3 project examples)
Approach (1-2 pages)
Scope Milestones & Timeline
Deliverables

The **fee proposal** will be provided separately as an Excel spreadsheet (.xls) and will include a breakdown of fees for each task outlined in the **Scope of Work, Attachment E**.

Please use the Fee Proposal Excel Spreadsheet provided and linked here, which is located on the Falls Initiative [PROCUREMENT TAB](#):

[Download Fee Schedule Template](#)

EVALUATION CRITERIA & CONSULTANT SELECTION

HOW WILL PROPOSALS BE EVALUATED?

Proposals will be reviewed by an **EVALUATION PANEL** made up of representatives of Friends of the Falls, the Native American Community Development Institute, the Native Partnership Council, the Project Team, and others as may be required to evaluate alternatives. The Evaluation Panel will select a “short list” of qualified Consultant(s) who will be formally interviewed as part of the final selection.

Evaluations of proposals and interviews will be based on information provided in your “**PROPOSAL FORMAT**”, and will consider the degree to which your proposal demonstrates competency and creativity in the following areas, which are our “**EVALUATION CRITERIA**”.

- 1. Authentic community relationships and cultural competency** consistent with, and contributing to, the project mission to center Native voices at the Falls, including experience working in, or with, Native communities and/or organizations
- 2. Competency in following a community-led process** (tell us about an experience you’ve had with engagement centered on community input)
- 3. Competence in pre-development programming for real estate and/or parks**, including functional requirements analysis, pro forma analysis, maintenance and operations planning, and feasibility analysis, with a demonstrated ability to achieve scope objectives
- 4. Quality, thoroughness, and clarity** of proposal
- 5. Cost** of services proposed

Friends of the Falls may, in its sole discretion, expand or reduce the criteria upon which it bases its final decisions.

The **EVALUATION PANEL** will select a shortlist of proposals for review by the **NATIVE PARTNERSHIP COUNCIL (NPC)**. Finalists approved by the NPC will be contacted for an interview.

Interviews are expected to take place the week of May 9th, and will be held virtually.

SCHEDULE

READY TO PROPOSE? HERE ARE THE KEY DATES.

| | |
|--|--------------------------------|
| RFP Release | March 30, 2022 |
| Pre-Proposal Conference | 11:00 AM CST on April 18, 2022 |
| Questions on RFP due by | 4:00 PM CST on April 20, 2022 |
| Responses to Questions posted by | 4:00 PM CST on April 22, 2022 |
| Proposals due by | 3:00 PM CST on April 25, 2022 |
| Evaluation Panel Convenes | April 26, 2022 |
| Shortlist Reviewed by Native Partnership Council | April 27, 2022 |
| Interviews | Week of May 9, 2022 |
| Estimated Consultant Selection | May 13, 2022 |
| Introduction to Native Partnership Council | May 25, 2022 |
| Estimated services Start Date | June 1, 2022 |
| Estimated services End Date | November 1, 2022 |
| Duration of Contract | Five (5) Months |

COMMUNITY CONVERSATIONS

It's not required, but we encourage you to attend the Falls Initiative **COMMUNITY CONVERSATIONS** on April 12, May 21, and June 15, all from 5 to 7 p.m. CST. Registration for Community Conversations is free. You can register here:

[Click here to register to attend Community Conversations](#)

CONTRACT

HOW WILL CONTRACTING WORK?

The contracting parties will be **FRIENDS OF THE FALLS** and each **CONSULTANT** selected to provide the services as described herein.

The selected proposal, along with the RFP and any counter proposal, will be incorporated into a formal agreement after negotiations.

It is the intent of Friends of the Falls to award a single contract, which may include multiple parties depending on individual proposals' approach to teaming.

The contract shall have a term of five (5) months.

QUESTIONS?

HERE'S HOW TO ASK QUESTIONS

Your primary interface with Friends of the falls will be with our **CONTRACT MANAGER** who will act as FOF's designated representative for the Project.

Please send your **QUESTIONS VIA EMAIL ONLY** to:

CONTRACT MANAGER

KJERSTI DUVAL
kjersti@studiocivic.org

QUESTIONS DUE by: **4:00 p.m. on April 20, 2022 CST**

RESPONSES POSTED by: **4:00 p.m. on April 22, 2022 CST**

Questions and Responses will be posted on the project [PROCUREMENT TAB](#) of The Falls website.

The Contract Manager is the only person who can be contacted about the RFP before proposals are submitted.

The Contract Manager cannot vary the terms of the RFP.

REJECTION OF PROPOSALS

WE ARE COMMITTED TO FINDING THE RIGHT CONSULTANT!

Friends of the Falls will prioritize finding a Consultant who shares our passion for **DOING THINGS DIFFERENTLY** and contributing to the creation of an authentic and compelling vision for the Falls.

Therefore, Friends of the Falls does not promise to accept the lowest cost proposal and will reserve the right to reject any or all proposals, to waive any formal proposal requirements, to consider unique qualifications and experience of any Consultant(s), to obtain new proposals if we don't see the right partner or team among submittals, to negotiate the requested services and contract terms with any Consultant(s), or to proceed to do the work otherwise.

Incomplete proposals and proposals not sufficiently detailed or not in acceptable form may be returned for completion or may be rejected by Friends of the Falls.

CHANGES OR CANCELLATION

THE LATEST INFORMATION WILL ALWAYS BE ON OUR WEBSITE

If any addendum is issued for the RFP, it will be posted as an attachment to the RFP on the [PROCUREMENT TAB](#) of The Falls website.

Friends of the Falls reserves the right to cancel or amend the RFP at any time.

DATA PRACTICES

OUR STATE GRANT FUNDING MEANS DATA PRACTICES MATTER

Because this study will be funded by a state grant appropriated by the Minnesota State Legislature and administered by the Minnesota DNR, data you provide in response to this RFP will be subject to the Minnesota Government Data Practices Act and may be available to the public. Minn. Stat. 13.591 classifies Business Data and subdivision 3 specifically addresses data submitted in response to an RFP. If you are submitting specific data which you believe meets the definition of trade secret data as defined in Minn. Stat. 13.37, please indicate this on the documents containing the data. Friends of the Falls may ask you to establish that the data meets all of the conditions set forth in Minn. Stat. 13.37, subdivision 1(b).

YOUR NOTES

YOUR NOTES

Attachment A:

General Terms & Conditions for Professional Services

The General Conditions are terms and conditions that Friends of the Falls (FOF) expects its Consultant(s) to meet. By contracting, the Consultant(s) agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant(s) may suggest alternative language to any section at the time the parties negotiate the Contract. Some negotiation is possible to accommodate the Consultant(s)'s suggestions.

1. FOF's Rights

FOF reserves the right to cancel the Contract without penalty, if circumstances arise which prevent FOF from commencing the project or any phase of the project and at any time if it is determined that FOF was fraudulently induced to enter into the contract.

2. Equal Opportunity Statement

The Consultant(s) agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, sub-contractors and suppliers of the Consultant(s). In the event the Consultant(s) has questions concerning these requirements, it shall request necessary clarifications from FOF.

3. Indemnity and Hold Harmless

The Consultant(s) will defend, indemnify and hold harmless FOF and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant(s)'s insurance coverage, arising directly or indirectly from any negligent act or omission of the Consultant(s), its employees, agents, by any subcontractor or sub-Consultant(s), and by any employees of the sub-contractors and sub-Consultant(s) of the Consultant(s), in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant(s) to perform, in any respect, any of its obligations under this Contract.

Except for violations of the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

4. Subcontracting

The Consultant(s) may sub-consult or sub-contract services under this Contract with written authorization by FOF. The Consultant(s) shall provide written notice to FOF and must obtain FOF's authorization to subcontract

any work or services to be provided to FOF pursuant to this Contract. The Consultant(s) shall be responsible for payment to all subcontractors.

5. Assignment or Transfer of Interest

The Consultant(s) shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of FOF which will not be withheld or delayed unreasonably.

6. General Compliance

The Consultant(s) agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

7. Performance Monitoring

FOF will monitor the performance of the Consultant(s) against goals and performance standards required herein. Substandard performance as determined by FOF will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant(s) within a reasonable period of time to cure such substandard performance after being notified by FOF, Contract termination procedures will be initiated. All work submitted by Consultant(s) shall be subject to the approval and acceptance by the Contract Manager designated herein. The Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant(s) and shall inform the Consultant(s) of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

8. Prior Uncured Defaults

FOF will not contract with persons or entities that have defaulted under a previous contract or agreement with FOF and have failed to cure the default.

9. Independent Consultant(s)

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant(s) shall at all times remain an independent Consultant(s) with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant(s) or other persons engaged in the performance of any work or services required by Consultant(s) under this Contract shall be considered employees or subcontractors of the Consultant(s) only and not of FOF^[2] and any and all claims that might arise, including Workers Compensation claims under the Workers Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant(s).

10. Accounting Standards

The Consultant(s) agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

11. Retention of Records

Because this work will be funded with state grant dollars, pursuant to Minnesota Statute 138.17 and Minnesota Statute 15.17, the Consultant(s) shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

12. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant(s).

13. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Consultant(s)'s Proposal or FOF's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract, 2) Proposal, and last 3) Request for Proposals.

14. Termination, Default and Remedies

Friends of the Falls may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both FOF and the Consultant(s) may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, FOF shall pay Consultant(s) all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant(s), FOF shall pay Consultant(s) all compensation earned prior to the date of termination minus any damages and costs incurred by FOF as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant(s) under this Contract shall, at the option of FOF, become the property of FOF, and the Consultant(s) shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior

to the termination.

Notwithstanding the above, the Consultant(s) shall not be relieved of liability to FOF for damages sustained by FOF as a result of any breach of this Contract by the Consultant(s). FOF may, in such event, withhold payments due to the Consultant(s) for the purpose of set-off until such time as the exact amount of damages due to FOF is determined. The rights or remedies provided for herein shall not limit FOF, in case of any default by the Consultant(s), from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant(s) has not waived any rights or defenses in seeking any amounts withheld by FOF or any damages due the Consultant(s).

15. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of FOF upon FOF's payment for and final approval of the final report or upon payment and request by FOF at any time before then. FOF at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant(s).

16. Intellectual Property

All Work produced by the Consultant(s) under this Contract is classified as "work for hire" and upon payment by FOF to the Consultant(s) will be the exclusive property of FOF and will be surrendered to FOF immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant(s) may retain a copy of the work for its files in order to engage in future consultation with FOF and to satisfy professional records retention standards. The Consultant(s) represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

17. Miscellaneous Provisions

1. Successors and Assigns – This Contract shall be binding upon and inure to the benefit of the successors and assigns of Friends of the Falls and of the Consultant(s).

2. Severability – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.

3. No Partnership or Joint Venture – Neither Friends of the Falls nor the Consultant(s) is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.

4. No Third-Party Beneficiaries – This Contract does not create any third party beneficiary rights in any individual or entity that is not a party to this Contract.

5. Waiver – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.

6. Amendments – This Contract may only be modified or changed by written amendment signed by authorized representatives of Friends of the Falls and the Consultant(s).

7. Entirety of Contract – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

Attachment B:

Special Conditions for Federal & State Grant Funded Contracts

I. General Compliance:

The Subrecipient or Contractor agrees to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this Contract. The Subrecipient or Contractor further agrees to use funds available under this Contract to supplement rather than supplant funds otherwise available. By entering into this Contract with FOF, the Subrecipient or Contractor agrees to be bound by any and all requirements and obligations established by the Federal or State governmental entity that provided funds to FOF that were used to pay for the Subrecipient or Contractor's activities or services.

A. Conduct:

Prohibition Against Lobbying – The Subrecipient or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, lobbying or political patronage, pursuant to 2 C.F.R. Section 326 and Section 450.

Prohibition Against Employee Activities -- The Subrecipient or Contractor is prohibited from using the funds provided herein for advocating unionization or anti-unionization activities (See 29 U.S.C. Sections 141, 157 and 158).

Conflicts of Interest Within the Subrecipient or Contractor's Organization -- The Subrecipient or Contractor shall comply with 2 C.F.R. Section 318 (c) (2), which prohibits the sub-contracting of work or services to any parent, subsidiary, or affiliate of the Subrecipient or Contractor unless an impartial, competitive procurement method has been used to award the sub-contract.

B. Materials Produced by Subrecipient or Contractor

Grantor Recognition – The Subrecipient or Contractor shall ensure recognition of the role of the Grantor Agency identified by FOF in providing the scope of work or services through this Contract (2 C.F.R. Part 200 Appendix II). In addition, FOF will either own or retain a license in any intellectual property developed by the Subrecipient or Contractor as a result of this Contract (2 C.F.R. Section 315). The Subrecipient or Contractor may publish any research findings and will include a reference to the support provided herein in all publications made possible with funds made available under this Contract (37 C.F.R. Part 401).

Basis for Payment -- The payments to the Subrecipient or Contractor shall be based upon the Subrecipient or Contractor's satisfaction of specific requirements of the Grantor Agency and upon the production of Delivera-

bles as indicated in the Scope of Services (See 31 U.S.C. Sections 6301 through 6308 and 2 C.F.R. Section 201, Section 301 and Section 328).

C. Employment Restrictions:

Notifications – The Subrecipient or Contractor's executive management will ensure that a notice of its affirmative commitments in regards to the U.S. Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et seq, and 29 C.F.R. Part 1910) and the Minnesota's Occupational Safety and Health Act of 1973 and Minnesota's Employee Right to Know Act of 1983 (MINNESOTA STATUTES, SECTIONS 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, is made available to the Subrecipient or Contractor's employees and any applicable labor unions or worker's representatives.

Infringement Upon CBAs -- The Subrecipient or Contractor may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-over-time, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities (Refer to 29 U.S.C. Section 157 and 29 C.F.R. Part 5).

II. Administrative Restrictions

A. Fees. The Subrecipient or Contractor is prohibited from charging an enrolled individual a fee for referral or program services (45 C.F.R. Part 92).

B. Use of Economic Procurement Methods Which Avoid Duplicative Acquisitions – The Subrecipient or Contractor shall comply with 2 C.F.R. Section 318(d) and maintain efficient and non-duplicative procurement methods.

III. General Federal and State Requirements

A. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.

B. Hatch Act (5 U.S.C Section 1501-1508, 7321-7326) (See also 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this Contract from being used to conduct or engaging in certain political activities.

C. Endangered Species Act of 1973 (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.

D. Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this Contract.

E. The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which pro-

hibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

F. The Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.

G. Title IX of the Education Amendments of 1972 (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.

H. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply to all employers, including State and Local governments, public and private employment agencies, and labor organizations.

I. Drug Free Workplace Act of 1988 (41 U.S.C. Sections 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an "employer") to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the "employer" must take to achieve this requirement.

J. Promotion of Religion (40 U.S.C. Section 121 et. seq.), which prohibits the promotion of religious activities or interests using federal grant funds.

K. Regulations -- The Subrecipient or Contractor agrees to comply with the requirements, as applicable, of:

- Executive Order 12291: "Federal Regulations" (46 Fed. Reg. 13193 (Feb. 17, 1981)) ☐ Executive Order 12259: "Leadership and Coordination of Fair Housing in Federal Housing Programs" (46 Fed. Reg. 1253 (Dec. 31, 1981))
- Executive Order 12549: "Debarment and Suspension" (51 Fed. Reg. 6370 (Feb. 18, 1986)) ☐ Executive Order 13132: "Federalism" (64 Fed. Reg. 43255 (Aug. 4, 1999))
- Executive Order 12926 and 42 U.S.C. Section 1971 et. seq.: "Voter registration services for program participants"
- Executive Order 13279: "Non-discrimination against Religious Organizations" -24 C.F.R. Parts 84-85: "Non-Profit Organizations, Local Governments" (for HUD-funded contracts)
- 2 C.F.R. Part 200: "Uniform Grant Guidance"
- Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.) (Also known as the Fair Housing Act)
- 42 C.F.R. Chapter I, Subchapter D: "Grants" (Department of Health & Human Services) ☐ 31 C.F.R. Part 205: "Rules and Procedures for Efficient Federal-State Funds Transfers" ☐ 37 C.F.R. Part 401: "Rights to Inventions made

by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements"

- 49 C.F.R. Part 24: "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"

- 29 C.F.R. Part 37: "Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)"

L. Cost Certification. Before FOF releases any of the funds covered by this Contract, the Subrecipient or Contractor shall sign the following certification statement:

ALL PAYMENTS REQUESTED ARE FOR APPROPRIATE PURPOSES AND ARE IN ACCORDANCE WITH THE PROVISIONS OF THE GRANT APPLICATION OR PROPOSAL AND THE CONTRACT.

M. Non-procurement Debarment and Suspension. The Subrecipient or Contractor agrees to comply with 2 C.F.R. Part 180, Subpart C and to require each subcontractor, supplier or other party with whom the Subrecipient or Contractor contracts regarding the funding received pursuant to "covered transactions" as defined in 2 C.F.R. Part 180, Subpart B.

If the funding agency is the U.S. Department of Housing and Urban Development, Subrecipient or Contractor shall also comply with 2 C.F.R. Part 2424 and 2 C.F.R. Part 180, Subpart C.

If the funding agency is the U.S. Department of Health and Human Services, Subrecipient or Contractor shall also comply with 2 C.F.R. Part 376, Subpart C.

N. Equal Employment Opportunity. The Subrecipient or Contractor agrees to comply with Executive Order 11246, "Equal Employment Opportunity," (30 Fed. Reg. 12319 (Sept. 24 1969)) as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" (32 Fed. Reg. 14303 (Oct. 13, 1967), as amended or supplemented, and as supplemented by regulations at 41 C.F.R. Chapter 60: "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

IV. Additional Conditions for Projects Involving Construction

A. Labor Standards

The Subrecipient or Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), as amended (further regulations and requirements are found at: <http://www.wdol.gov/dba.aspx>), the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), the Copeland "Anti-Kickback" Act (18 U.S.C. Section 875), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

Attachment C:

Native Partnership Council Guidance

The Falls Initiative is centered on Native voices, and is committed to ensuring that indigenous perspectives, culture, and experience are present and thriving at the Falls on the Central Riverfront.

The Falls Initiative is a robust and open public process steered by the Native Partnership Council, a group of indigenous leaders who have been meeting since 2020 to guide the public conversation and establish the groundwork.

Meetings of the Native Partnership Council are documented with graphic recording by indigenous artist Michelle Buchholz (Cassyex Consulting). These graphic recordings depict the guiding principles and ideas that guide The Falls Initiative and will inform the Consultant(s)'s work. They are provided here, as an exhibit to this RFP, to provide a clear understanding of the values underlying the project goals and objectives.

The Native Partnership Council is composed of members from bands of Dakota Lakota and Ojibwe nations, who bring both cultural and political leadership and perspective. All four Mni Sota Dakota Tribal leaders were invited to participate in the Council or to name a representative. Additional Council members were identified from the following categories: History Keepers, Spiritual Leadership, Artists, Environmental, Youth/Young Adult and Exiled Dakota Descendants.

Members of the Council include:

- Shelley Buck, Vice-President, Prairie Island Indian Community
- Margo Gavle Prescott, Shakopee Mdewakanton Sioux Community
- Jewell Arcoren, Dakota Lakota, enrolled member of the Sisseton Wahpeton Oyate
- Janice Bad Moccasin, member of the Crow Creek Sioux Tribe
- Juanita Espinosa, enrolled member of the Spirit Lake Nation, Turtle Mountain and LCO Descendant
- Thorne LaPointe, Sicangu Lakota
- Wakinyan LaPointe, Sicangu Lakota
- Maggie Lorenz, Turtle Mountain Band of Ojibwe, descendant of Spirit Lake Dakota Nation
- Mona Smith, Sisseton-Wahpeton Dakota

NPC meetings are facilitated by Carrie Day Aspinwall (Minnesota Chippewa Tribe, Leech Lake Band of Ojibwe, Minneapolis Urban Band Member).



NATIVE PARTNERSHIP COUNCIL
Ki Ceremony

MARK ANDREW, SAM OLBEKSON, Shelly Buck, President Mayor Jacob Frey

ARRIVE Together socialize FEAST

INDIGENOUS Leadership, Storytelling CULTURE

Water is Life
 MISSISSIPPI RIVER

WELCOME to this IMPORTANT EVENT

Include our ELDERS our Language speakers...

Prayer SONG

CHIEF ARVOL LOOKING HORSE

The Land- it is Alive, special, SPIRITUALLY SIGNIFICANT

SELF-DETERMINATION and PARTNERING

We are WORKING Together!

SUPPORTING DAKOTA NATIONS ON THE DAKOTA LANDS

gifting practices

Mother Earth HAS A HEART

Respect MOTHER EARTH

WATCH OVER US

ASK the CREATOR HUMBLy

Love & Respect ONE ANOTHER

pipe Carrier SPIRITUAL leader

LET THE Truth HAVE ITS DAY

WAKINYAN La POINTE

THORNE La POINTE

INHERENT RIGHTS to this LAND

Truth Telling of our PAST is Present

FORMALIZING our PARTNERSHIP HONOURING our LEADERSHIP

MANY People WERE INVOLVED to Make this Project Successful

We ARE Still Here!

Acknowledge the barriers Faced by the Indigenous NATIONS

CARRIE DAY ASPINWALL

AHO

FRIENDS OF THE FALLS **NACDI** **Native Partnership Council**

Native Partnership Council, Ki Ceremony, September 24, 2021

Michelle Buchholz **CASSYEX CONSULTING**

NATIVE PARTNERSHIP COUNCIL

Opening remarks
ROBERT Lilligren NACDI
MARK ANDREWS FOTF

Use Medicines to ground yourself
ancestors Speak and To through us

Learn my Language and My CULTURE

Research AND ORAL HISTORY INFORMS OUR WORK

The Stories of our Relatives - HISTORICAL Documents

OUR Stories of the LAND include stories of our Families

It can be triggering our People Face Many Barriers

We WANT to Practice our CULTURE there - DANCE

Re-build TRUST with one ANOTHER

Indigenous led initiatives
 we change the narrative

Welcoming New Group Members

Melissa Olson

angela Two Stars

SPRIT ISLAND

LAND BASED LAND FOCUS
 OUR WORLDVIEW

ACTIVISM CONNECTION TRANSPARENCY ACCOUNTABILITY CULTURE TRADITIONS

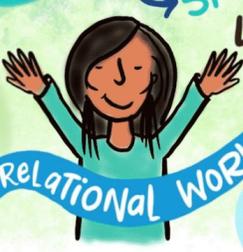
OUR VOICES HEARD

THIS WORK MUST BE DONE TOGETHER!

RELATIONAL WORK

FOUNDATIONS OF THE PROJECT

GATHER Together BUILD relationships









Native Partnership Council Workshop Series, October 15, 2021

Michelle Buchholz **CASSEYX** CONSULTING

NATIVE PARTNERSHIP COUNCIL

WE ARE RESTORING the ORIGINAL

THINK about the Youth
 ENCOURAGE and HONOUR THEM

Prayers FOR THE CIRCLE

BRING OUR People HOME
 COMMUNITY ENGAGEMENT CONTINUES IN JANUARY 2022

INDIGENOUS CULTURAL SAFETY

ENSURING the Project will NOT HARM Indigenous People

OUR CULTURAL VALUES

The MIND is Like Water when ITS Turbulent IT'S DIFFERENT to See

WE ARE STILL HERE!

WE Value AND CARE FOR the LAND

THE RIVER HAS SPIRIT

MAKE OFFERINGS to WATER

ACCESS to the WATER

OPEN access to the SITE

Water is ALIVE

WE Need to understand the HISTORY of the SITE & OUR OWN HISTORIES!

A GATHERING PLACE FOR OUR PEOPLE

MAKING SPACE FOR INDIGENOUS Leadership

A MORE EQUITABLE APPROACH ON Indigenous LANDS

Saving the Site FROM INDUSTRIAL FUTURE

MANY years of ADVOCACY

BUILDING Relationships



INDIGENOUS Values... OUR ANCESTORS... INHERENT RIGHTS

Life Giving Cycle

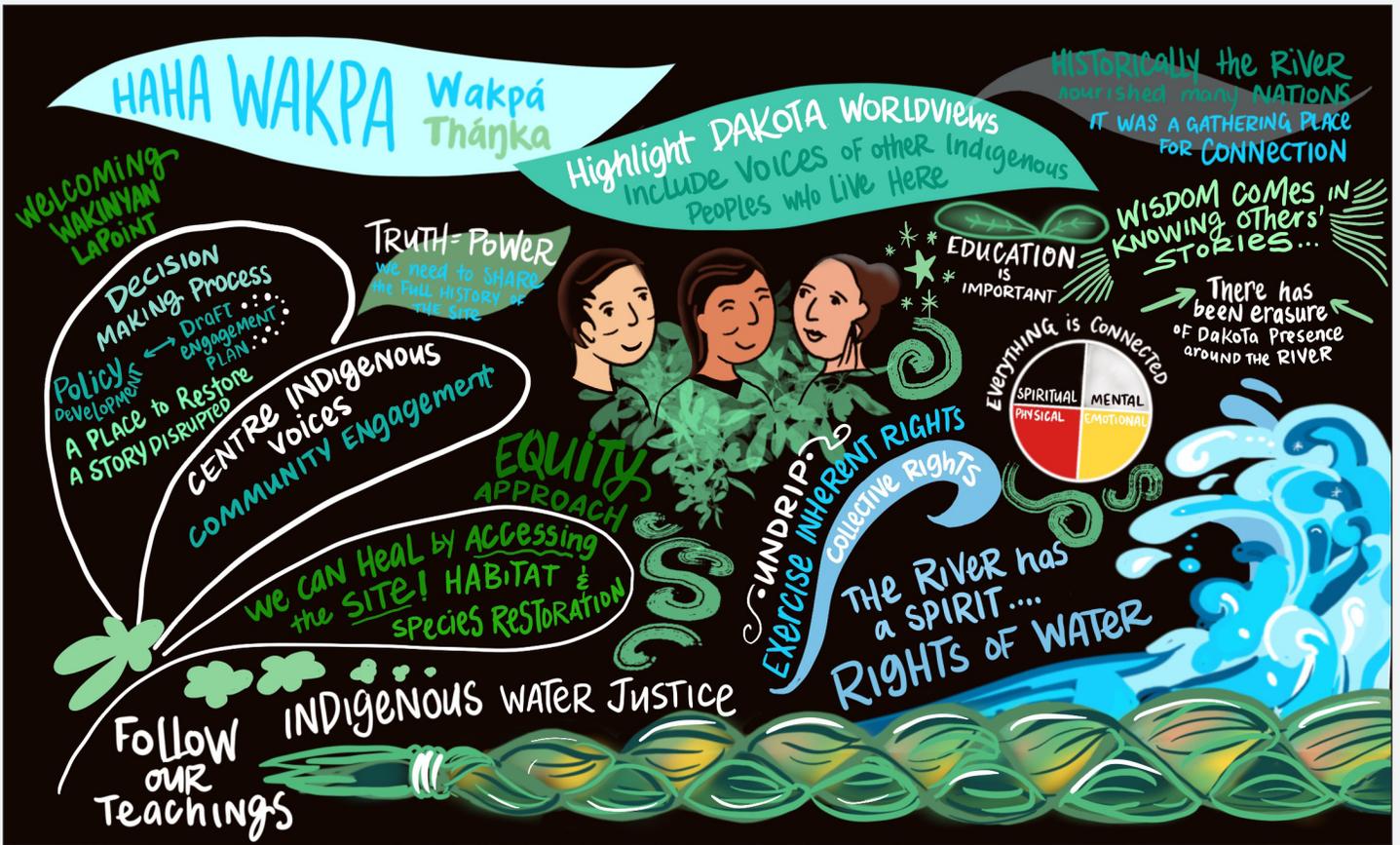
Water is ALIVE





Native Partnership Council Workshop Series - November 12, 2021

Michelle Buchholz **CASSEYX** CONSULTING



Native Partnership Council Workshop Series - December 3, 2021

Michelle Buchholz **CASSYEX** CONSULTING



Native Partnership Council Workshop Series - January 7, 2021

Michelle Buchholz **CASSYEX** CONSULTING

Attachment D:

Project Links & References

Friends of the Falls website homepage:

www.thefalls.org

The Falls Initiative Procurement Tab:

<https://thefalls.org/procurement/>

Native American Community Development Institute website:

www.nacdi.org

GGN website:

<https://www.ggnltd.com/>

The Falls Initiative Community Engagement Plan:

[Click to view or download the Plan](#)

The Falls Initiative Engagement homepage:

www.thefalls.org/engage/

The Falls Initiative Immersive Gallery:

www.thefalls.org/immersive-exhibit

The Falls Initiative in the news:

www.thefalls.org/news/

Attachment E:

Scope of Work

Following is a general introduction to the Project, a description of services required, representation of the relationship of this Project to other work, and an introduction to the parties that will interact with the Consultant(s) in the course of their work. The contents of this statement of scope are considered representative of the Project as a whole, but are by no means conclusive.

BACKGROUND & INTRODUCTION

The Upper Lock (address: 1 Portland Avenue, Minneapolis MN, 55401) and the land around it is currently owned by the U.S. government. Since 2016, Friends of the Falls and the City of Minneapolis have advocated for the transfer of land around the Upper Lock to local government through legislative action, securing direction from Congress directing the Corps to convey the land to the City of Minneapolis in 2020. In early 2022 the City, Park Board, and Friends of the Falls signed a partnership agreement to secure control of land at the Upper Lock and to undertake a community engagement process guided by the Falls Initiative Native Partnership Council to plan for its future. The Community Engagement Plan was approved by the City and Park Board and a link to it is included in Attachment D, Project Links & References.

Friends of the Falls is a 501c(3) public non-profit that engages all people to build understanding and embrace the value of Indigenous perspectives tied to Owámniyomni, a significant site on the Mississippi River. We are committed to upholding the following guiding principles in our work:

- Friends of the Falls will prioritize Native voices and experience.
- Friends of the Falls will engage the community in a process that provides opportunity for truth telling and healing and that informs grassroots decision making.
- Friends of the Falls will create public spaces where all are welcome.
- Friends of the Falls will connect people to the river and contribute to a holistic experience of the Central Riverfront and the Mississippi River.
- Friends of the Falls will pursue collective impact and partnerships that build trust and shared leadership.

The **Native American Community Development Institute (NACDI)** helps Native people create the future they envision. Their work is founded on the belief that all American Indian people have a place, purpose, and a

future strengthened by sustainable development.

NACDI is a contract partner of Friends of the Falls and together they jointly lead community engagement for The Falls Initiative.

The **Native Partnership Council (NPC)** is a steering committee of Native leaders convened by Friends of the Falls and NACDI to guide the process and decision-making. A full introduction to the NPC is provided in Attachment C, Native Partnership Council Guidance.

GGN, a landscape architecture firm based in Seattle, and **VJAA**, an architecture firm based in Minneapolis, are engaged to provide visual depictions (storyboards, sketches, renderings) and designs for the site.

StudioCivic, a public interest planning practice line within **Duval Companies**, is engaged to provide project management and implementation support for the vision shaped by Friends of the Falls, NACDI, and the NPC.

GOALS

Friends of the Falls' vision is to create a place of healing and celebration at Owámniyomni (meaning "turbulent waters" in the Dakota language), or St. Anthony Falls, that acknowledges the past and advances a more equitable and inclusive future.

The Falls Initiative is committed to managing the project and the process in a way that will contribute to greater understanding and acknowledgement of indigenous experience and will result in beneficial outcomes for the indigenous community.

Conceptual Programming Goals

Consultants should consider the following goals specific to conceptual programming:

- **Authenticity:** the Falls project must authentically embody indigenous values and place identity
- **Sustainability:** the Falls project program should consider ongoing operational stability and fiscal sustainability
- **Community Benefit:** the Falls project conceptual program must create beneficial outcomes for the indigenous community and contribute to the broader public interest.

TIMELINE

The conceptual programming scope of work will begin in **June 2022** and will run parallel with, and inform, the concept design being developed by GGN.

A key milestone of the coordinated efforts of design and programming will take place in **August**, when GGN will complete the Falls concept design.

The conceptual programming Consultant(s) will continue to develop a strategy based on the preferred

site design concept, and the Conceptual Program will be completed by **November 2022**.

DECISION-MAKING & APPROVALS

The Consultant's work will be reviewed and approved at key milestones by "**The Falls Initiative leadership team,**" composed of a Dakota leader, the President of Friends of the Falls, the Executive Director of NACDI, the facilitator of the Native Partnership Council, and the Contract Manager. Reference to this group appears in the Scope of Work. All work must be consistent with NPC guidance.

SCOPE OF WORK

Services to be provided by the Consultant(s) are listed here as Tasks. Following each Task are suggested activities to fulfill the intent of that task.

Consultants may wish to propose alternative workflows to achieve the desired outcomes, and may do so in the written proposal along with an explanation of the alternative method.

TASK 1. ADMINISTRATION OF SERVICES

Identify **programming participants and stakeholders** to be involved with the programming process.

Coordinate with the Falls Initiative leadership team, the contract manager, and the design consultant team to design and manage the programming workflow.

Prepare, and periodically update, a **schedule** for Programming Services that identifies milestone dates for decisions required of the Falls Initiative leadership team and coordinated with the Native Partnership Council's meeting schedule.

Share **program documents** with the Falls Initiative leadership team and the NPC for evaluation and approval at intervals appropriate to the process.

TASK 2. IDENTIFICATION OF PROJECT VALUES, GOALS & OBJECTIVES

Facilitate a **visioning session** with programming participants to identify, discuss, and prioritize values and goals for the project rooted in Native Partnership Council guidance and community input.

Following the visioning session, provide a **written evaluation** of the prioritized values and goals for review and approval by the Falls Leadership Team.

Following approval of the prioritized values and goals, identify and **confirm objectives** for the project.

TASK 3. INFORMATION GATHERING

Compile information as needed for a conceptual level of programming consideration. Examples of information that could be relevant:

- Existing site conditions, land surveys, context plans, concept designs as they develop, and existing programs on site

(available from Project team)

- Relevant understanding of jurisdictions (available in part from Project team)
- Guidance from the Native Partnership Council and documentation of community input (guidance to date will be provided)
- Relevant history (available in part from Project team)

Conduct outreach and interviews as needed to identify and evaluate programming opportunities.

- Identify individuals, groups, and organizations to reach out to based on the prioritized values and goals
- Identify potential programming relationships and opportunities, considering both interim activation and the long term vision for the Falls
- Build relationships and compile and share contact information, notes, and takeaways in Microsoft Excel as you grow a "programming & partnership contact database"

Identify similar places, projects, and operations for the programming Consultant(s) **to visit and observe** for evaluation and comparison to the project. Subject to the approval of the client, the Consultant(s) and a project team delegation may visit the identified facilities and operations.

Facilitate meetings, as needed to review outcomes of information gathering activities, and work with the design team to define how the values, goals, objectives, and information may influence the design of the Falls project.

TASK 4. COORDINATION WITH CONCEPT DESIGN

Develop and describe **key performance and design criteria** deemed necessary for the success of the conceptual program.

Work with the design consultant and the Falls Initiative leadership team to **inform the design** and influence the design team's preliminary determination of landscape and architectural space requirements, space relationships, and circulation, and any identified special requirements.

TASK 5. INITIAL CONCEPTUAL PROGRAM DOCUMENT & PRESENTATION

Compile the **draft conceptual program and report** concerning (1) the values, goals, and objectives for the Falls, (2) information gathering, programming outreach and outcomes, and (3) coordination with concept site design.

Present the draft to the Native Partnership Council and programming participants for their review and comment.

TASK 6. FINAL REPORT

Prepare the **final conceptual program and report**, incorporating input received on the initial program document, for final approval. The report should include the Falls Initiative design concept graphics created by GGN for reference, as well as text, diagrams, and any other necessary means to communicate the conceptual program and its relationship to the concept design.

Elements of the report may include some or all of the following, as well as consideration of themes that the Consultant(s) may identify in the course of their work:

- An executive summary
- Value and goal statements
- Basis for the recommended conceptual program
- Description and details of the conceptual program
- Photo documentation of relevant existing site features
- Aspirational images
- Conclusions derived from study and outreach
- Relationship and flow diagrams

The final report deliverable will be provided to the Contract Manager as a **digital file in 8-1/2x11 portrait orientation, in either Adobe Acrobat (PDF) form or Microsoft Word.**

The recommended programs and partnerships will be designed to **bring important themes to life** on the site such as: language preservation, environmental restoration, educational opportunities, food, sovereignty, indigenous world view, creativity and art, tourism, recreation, gathering, rights of water, culture keeping, and more.

In addition to being feasible and compatible with the site design, the conceptual program will be **responsive to Native Partnership Council priorities and guidance**, informed by community engagement outcomes, and consistent with state grant funding parameters.

The report and recommendations must **consider interim activation and “early enhancements” as well as permanent and seasonal programming** opportunities for the ongoing life and operation of the Falls site.

The report should specifically **identify near term opportunities that could be brought to life within 1-2 years**, in accordance with the timeline for expenditure of state grant funds from the Environment & Natural Resources Trust Fund to plan and construct selected priority early enhancements in 2024.