



REQUEST FOR PROPOSALS

DESIGN & ENGINEERING SERVICES

Issued by Owámniyomni Okhódayapi (formerly Friends of the Falls)

Restoring Dakota Culture & Landscape at Owámniyomni

RFP2024-01 / Issue Date: January 8, 2024

Proposals due by:

March 22, 2024 at 4:30 p.m. Minneapolis Time (CT)

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REQUEST FOR PROPOSALS

Design & Engineering Services Restoring Dakota Culture & Landscape at Owámniyomni

www.owamniyomni.org

- I. **INVITATION:** Owámniyomni Okhódayapi (formerly Friends of the Falls), or OO, is requesting proposals for a multidisciplinary **Design & Engineering Services Consultant Team** to work closely with OO and its partners on the **cultural and environmental restoration** of 5.2 acres of riverfront land at Owámniyomni (St. Anthony Falls) on the Mississippi Riverfront in downtown Minneapolis, Minnesota. Desired competencies for the Consultant Team are described in *Section VII - Evaluation of Proposals & Consultant Team Selection*.

OO is transforming the long inaccessible land around the Upper St. Anthony Lock & Dam into a place of healing, restoration, education, and connection. The project will give presence to Dakota stories and values that have been forgotten or actively silenced at this site and along the Mississippi River corridor. OO is seeking a skilled multidisciplinary Consultant Team committed to changing the narrative of colonization through transformative design, and caring for land and water in keeping with the principles that ***we are all relatives*** and ***water is life***.

The selected Consultant Team will work closely with OO leaders and advisors to understand and build on design, programming, and engagement work completed to date, advancing the project through complete design and construction readiness. The Consultant Team will uphold OO's core principle of centering Dakota voices and the four Mni Sóta Dakota Nations in shaping an Indigenous vision for Owámniyomni. The Team will also deliver all necessary requirements to comply with conditions and criteria set by agencies where they have specific authority, including the U.S. Army Corps of Engineers, State grant appropriators, the City of Minneapolis, the Minneapolis Park & Recreation Board, MNDOT, and others, to ensure compliance and permitting at key milestones. The Consultant Team will deliver design and engineering solutions with the goal of Indigenous restoration, fully supporting and enabling the programs envisioned for the site and meeting all functional, engineering, and federal conveyance requirements. Design will also be consistent with state grant funding parameters, and will be feasible to build and operate.

- II. **BACKGROUND:** The Upper Lock and the land around it is currently owned by the U.S. government. Since 2016, Owámniyomni Okhódayapi (formerly Friends of the Falls) and the City of Minneapolis have been working with the U.S. Army Corps of Engineers to transfer land around the Upper Lock to the City of Minneapolis or its designee. In early 2022, the City, Park Board, and OO signed a partnership agreement assigning OO as the City's agent to secure control of land at the Upper Lock and to undertake a community engagement and early design process to plan for its future. In 2023, the City passed a resolution in support of OO signing a programmatic lease with the Army Corps of Engineers to activate the site. This lease is intended to enable site access and activation, and is understood to be a lease in furtherance of fee title conveyance. In the "First Season" of work,

Community Conversations and a centered Native Partnership Council led to the emergence of early design ideas for a 3.4 acre site. Engagement activities, early design ideas, program exploration, and other outcomes from the First Season are valuable for Applicants to understand, and are available in the *First Season Report*: <https://owamniyomni.org/resources/first-season/>. This and other background resources can be found in *Exhibit E - Project Links & References*.

We are currently in the “Second Season” of work. In the Second Season, OO is focused on direct engagement with the four Dakota Nations in Mni Sóta. The Second Season will advance the project from early design ideas to construction readiness. Also, due to clarification of the property available to convey from federal ownership, the project site is now known to be 5.2 acres rather than the 3.4 acres planned for in the First Season. See the current project area in *Exhibit D - Site Map*.

III. **PARTICIPANTS:** The project site is at the convergence of several overlapping jurisdictions.

Owámniyomni Okhódayapi - Owámniyomni Okhódayapi (OO), formerly Friends of the Falls, is the Client. OO is a 501(c)(3) public non-profit working to build understanding and embrace the value of Indigenous perspectives tied to Owámniyomni (St. Anthony Falls). OO seeks to transform the largely inaccessible land around Minneapolis’s Upper Lock into a place of healing, restoration, education, and connection. OO is Dakota-led and has a Native American-majority board of directors. It was founded in 2016 following the closure of the Upper Lock to commercial navigation.

Dakota Tribal Nations - Owámniyomni is an important Dakota site, within ancestral Dakota land (resources to learn about cultural significance at Owámniyomni are included in *Exhibit E - Project Links & References*). The four federally recognized Dakota communities in Mni Sóta (Minnesota) are the **Shakopee Mdewakanton** (Shakopee Mdewakanton Sioux Community) with Tribal lands located south of the Twin Cities near Prior Lake; **Tinta Wita** (Prairie Island Indian Community) located near Red Wing; **Cansa’yapi** (Lower Sioux Indian Community) located near Redwood Falls; and **Pežihutazizi** (Upper Sioux Community), whose lands are near the City of Granite Falls. All four Nations are represented in a Tribal Working Group convened by OO, seating the Nations at the center of this work. All four Tribal Councils have passed resolutions and/or issued letters supportive of OO’s work, and have committed to ongoing project coordination.

City of Minneapolis - The Water Resources Development Act of 2020 (WRDA) directs the U.S. Army Corps of Engineers to “convey, without consideration, to the City of Minneapolis, Minnesota, or its designee, all or substantially all of the real property owned by the United States adjacent to or in the vicinity of the Upper St. Anthony Falls Lock and Dam.” The City will not be the long term owner of the site, and has established clear conditions for OO to be the designee to take title under WRDA to improve and stabilize the site. In so doing the City is responding to the preferred outcome of the Dakota Nations.

Minneapolis Park & Recreation Board (MPRB) - MPRB is an integral local government partner, as the government unit responsible for parks. The project site is in close proximity to Water Works Park Phase 1 (completed) & abuts Water Works Park Phase 2 (planned) and Mill Ruins Park, all owned by MPRB. MPRB is a party to the MOU with OO and the City, and will be a consulting partner during the design and engineering of the project. OO anticipates opportunities for design, programming, and construction synergy with Water Works Park Phase 2.

U.S. Army Corps of Engineers St. Paul District (USACE) - The USACE is the owner of the Upper Lock, as well as the 5.2 acres of adjacent property that will be conveyed and restored through this project. USACE is in the process of completing a disposition study for the Upper Lock, and was directed by Congress in the WRDA to convey land adjacent to the Upper Lock to the City of Minneapolis or its designee. Conveyance of this federal property is subject to unique requirements, including Section 106 requirements under NEPA, Section 408 requirements under the Rivers & Harbors Act, and City requirements. Milestone reviews by USACE and local government partners will ensure compliance with federal and local requirements.

IV. OPTIONAL PRE-PROPOSAL CONFERENCE CALL: A virtual pre-proposal Zoom meeting will be held on **February 15, 2024**, from 11:00 a.m. - 12:00 p.m. (Minneapolis time). Attendance is recommended, but not required.

Questions may be asked in Chat or in person at the conference, or emailed no later than February 19, 2024 to the Contract Manager (refer to *Section X, Contact, Questions & Requests for Clarification*). Answers will be posted no later than 4:00 p.m. on February 21, 2024 on the procurement tab of OO's website, here: <https://owamniyomni.org/procurement/>

Join the Pre-Proposal Conference on February 15, 2024 at 11:00 a.m. Minneapolis time (CT) via Zoom:

<https://us06web.zoom.us/j/84684300626>

Meeting ID: 846 8430 0626

If calling in by phone for audio, dial: +1 (646) 931-3860, then enter Meeting ID (above) followed by #

V. PROPOSAL SUBMISSION & DUE DATE: All proposals must be submitted electronically, via email attachment or document link, to the following email address:

info@owamniyomni.org

If submitting via document link, be sure that permissions are set at the most accessible, such as "anyone with the link." **Proposals that cannot be downloaded by OO due to permission barriers will not be considered "submitted."**

March 22, 2024

Submittal must be received before **4:30 p.m. on ~~March 15, 2024~~ (Minneapolis time) (CT)**. Late proposals will not be accepted.

VI. PROPOSAL FORMAT: The Applicant shall provide the following information in sufficient detail to demonstrate that they satisfy the evaluation criteria described in *Section VII - Evaluation of Proposals & Consultant Team Selection*. There is no page limit or length requirement, but concise, well organized, and purposeful proposals are preferred. All submissions must include:

1. A written proposal provided in the following format: 8-1/2x11, in portrait orientation, provided as either an Adobe Acrobat (*.pdf) document or a Microsoft Word (*.doc) document; including:
 - a. Approach
 - b. Team Organization Chart

- c. Team Qualifications & Experience (see competency criteria in *Section VII*)
 - d. Selected Work Examples (see competency criteria in *Section VII*)
 - e. Services and Deliverables (must satisfy *Exhibit A - Scope of Work*)
 - f. Timeline (see suggested timeline provided in *Exhibit E*)
2. A Fee Proposal must be provided separately as an Excel spreadsheet (.xls) including:
- a. Billing Rates
 - b. Fee Proposal & Payment Schedule
 - c. Expenses

VII. EVALUATION OF PROPOSALS & CONSULTANT TEAM SELECTION: Proposals will be reviewed by a Selection Committee made up of representatives of OO, the four Mni Sota Dakota Tribes, agency partners, and others as may be required to evaluate alternatives.

As Teams are formed and proposals are developed, OO encourages respondents to authentically center and integrate cultural competency, including but not limited to work with Indigenous communities, landscapes and initiatives. The Selection Committee considers cultural competency on the Team and in the Approach as a basic requirement.

The Selection Committee will select a "short list" of qualified Consultant Teams who will be formally interviewed as part of the final selection. **Interviews are expected to take place the week of April 1st and will be held virtually.**

The ideal Consultant Team will be multidisciplinary, and Team Members as a group will demonstrate the following competencies:

- A. Authentic community relationships and cultural competency consistent with the mission to center Dakota voices at Owámniyomni, including a team member with experience working in, or with, Dakota Tribal communities and/or organizations;
- B. Demonstrated knowledge about Indigenous Mni Sota land, water, & relatives, and Upper Mississippi Indigenous landscape & River habitat;
- C. Deep understanding of public space design and experiential learning;
- D. Competency in the environmental restoration of industrial sites, including professional capabilities with environmental assessment and environmental engineering;
- E. Experience with the USACE Section 408 process governing modifications to federal structures;
- F. Competence in historic and cultural assessment and mitigation planning under Section 106 of NEPA, and an understanding of Mni Sota Dakota history and culture;
- G. Competency in Environmental Assessment;
- H. Competency with design informed by program guidance, functional requirements, maintenance and operations planning, and feasibility analysis;
- I. Competency in civil, structural, electrical, and environmental engineering, and hydrology/design with water; including capabilities with grading, utility relocation, and restoration;
- J. Competency in architecture, landscape architecture, and construction cost estimating;
- K. Quality, thoroughness, and clarity of proposal;
- L. Competitive cost of services proposed; and,
- M. Insurance coverage as defined in *Exhibit B - General Conditions*.

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

VIII. SCHEDULE: The following is a listing of key proposal and project milestones and duration:

RFP Release	<i>January 8, 2024</i>
Pre-Proposal Conference	<i>11:00 a.m. on Feb 15, 2024</i>
Questions on RFP Due by	<i>4:00 p.m. on Feb 19, 2024</i>
Responses to Questions posted by	<i>4:00 p.m. on Feb 21, 2024</i>
Proposals due by	<i>4:30 p.m. on March 22, 2024</i>
Estimated interviews	<i>Week of April 1, 2024</i>
Estimated Consultant Team selection	<i>Week of April 1, 2024</i>
Estimated services start date	<i>April 17, 2024</i>
Estimated services end date (excludes construction administration)	<i>November 3, 2026</i>
Duration of contract	<i>28.5 months</i>

IX. CONTRACT: The contracting parties will be OO and the Prime Consultant selected to provide services as described herein. It is the expectation of OO that the Prime Consultant will be responsible for negotiating fees and subcontracting with all other members comprising the Consultant Team. 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 OO to award a single contract for a term of 28.5 months.

X. CONTACT, QUESTIONS & REQUESTS FOR CLARIFICATION: The Applicant’s primary point of contact with Owámniyomni Okhódayapi during the RFP period will be with the Contract Manager, who will act as OO’s designated representative. Direct inquiries/questions via email only to:

CONTRACT MANAGER: Kjersti Duval
kjersti@duvalcompanies.com

All questions are due no later than 4:00 p.m. on **February 19, 2024**. Answers to questions received will be posted by 4:00 p.m. on **February 21, 2024** on the procurement tab of OO’s website:

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

The Contract Manager is the only individual who can be contacted regarding the RFP. The Contract Manager cannot vary the terms of the RFP.

XI. REJECTION OF PROPOSALS:

Owámniyomni Okhódayapi does not promise to accept the lowest cost proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Consultant(s), to reject any provisions in any proposal, to obtain new proposals, 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 Owámniyomni Okhódayapi.

XII. ADDENDUM TO THE RFP: If any addendum is issued for the RFP, it will be posted as an attachment to the RFP on the procurement tab of OO’s website:

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

Owámniyomni Okhódayapi reserves the right to cancel or amend the RFP at any time.

XIII. DATA PRACTICES:

Because this work is funded in part 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. Owámniyomni Okhódayapi may ask you to establish that the data meets all of the conditions set forth in Minn. Stat. § 13.37 subd. 1(b).

Exhibit A

Scope of Work

The following Scope of Work reflects Owámniyomni Okhódayapi's recommended tasks, time considerations, and review milestones, including those necessary to comply with federal conveyance requirements established by the U.S. Army Corps of Engineers (USACE). This Scope has been reviewed by OO leadership, as well as all relevant technical disciplines at the USACE who will be conducting milestone reviews. Any modifications to this scope and its suggested allotment of time per task should be presented with a justification for the suggested change. A suggested project timeline has been provided as well, in *Exhibit E - Project Links & References*.

1. **Task 1: Discovery** (allotted time: 1 month)
 - 1.1. Literature review: Understand criteria and guidelines for consultant work
 - 1.1.1. Federal legislative context
 - 1.1.2. USACE requirements and guidance
 - 1.1.3. State legislative/appropriations context
 - 1.1.4. Local government (City & Park Board) context
 - 1.1.5. Dakota Nations context
 - 1.1.6. Programming & operations guidance
 - 1.2. Meetings: Intro & discovery
 - 1.2.1. Tribal Leadership and/or Tribal Working Group
 - 1.2.2. Programming & Partnership Advisory Group (chaired by Shelley Buck)
 - 1.2.3. City & Park Board
 - 1.2.4. USACE
 - 1.2.5. Other agencies with interests or rights on the site, including:
 - 1.2.5.1. MNDOT
 - 1.2.5.2. National Park Service
 - 1.2.5.3. Hennepin County
 - 1.2.5.4. Xcel Energy
 - 1.3. Demonstrated readiness to proceed to design, with:
 - 1.3.1. Project understanding
 - 1.3.2. Site understanding
 - 1.3.3. Base CAD file(s) prepared
2. **Task 2: 35% Design** (allotted time: 4 months)
 - 2.1. Meetings
 - 2.1.1. Design coordination (client facing)
 - 2.1.2. Technical discovery
 - 2.1.3. Tribal engagement
 - 2.1.4. Other outreach & engagement as needed
 - 2.2. Design review set (35% complete unless indicated otherwise)
 - 2.2.1. 35% design set
 - 2.2.2. Platting concept
 - 2.2.3. Cost estimate
 - 2.2.4. Permit requirements

- 2.2.4.1. Hydrology floodplain model (USACE “no rise” criteria)
- 2.2.4.2. State Species Monitoring (if water impacted) (100% complete)
- 2.2.4.3. Clean Water Act certification
- 2.3. Supporting compliance submittals (35% complete unless indicated otherwise)
 - 2.3.1. Section 408
 - 2.3.1.1. Slope stability analysis (100% complete)
 - 2.3.1.2. Central Control Station demolition and utility relocation plan
 - 2.3.1.3. USACE-required safety assurances (dam safety, structural)
 - 2.3.2. NEPA (note that Phase I and Phase II Cultural Resource Surveys are already complete)
 - 2.3.2.1. Phase III Cultural (goal: 100% complete)
 - 2.3.2.2. Mitigation Plan (goal: 100% complete)
 - 2.3.2.3. FONSI (goal to sign at 35%; MUST sign by 65%)

Review period with USACE and Partners extends for 6 weeks after submission of Task 2. Within this period, comments are solicited to ensure compliance is on track, and the design team responds with needed refinements, if any.

3. Task 3: 65% Design (allotted time: 4 months)

- 3.1. Meetings
 - 3.1.1. Design coordination (client facing)
 - 3.1.2. Technical discovery
 - 3.1.3. Tribal engagement
 - 3.1.4. Other outreach & engagement as needed
- 3.2. Design set (65% complete unless indicated otherwise)
 - 3.2.1. 65% design set
 - 3.2.2. Cost estimate
 - 3.2.3. Permit requirements
 - 3.2.3.1. Hydrology floodplain model (USACE “no rise” criteria) (100% complete)
 - 3.2.3.2. Clean Water Act certification (100% complete)
 - 3.2.3.3. Additional documentation as required if any were identified at 35% review
- 3.3. Supporting compliance submittals (65% complete unless indicated otherwise)
 - 3.3.1. Section 408
 - 3.3.1.1. Central Control Station demolition and utility relocation plan (100% complete)
 - 3.3.1.2. USACE-required safety assurances (dam safety, structural) (100% complete)
 - 3.3.2. NEPA
 - 3.3.2.1. Phase III Cultural (100% complete if not finished by 35%)
 - 3.3.2.2. Mitigation Plan (100% complete if not finished by 35%)
 - 3.3.2.3. FONSI (signed, if not already signed at 35%)

Review period with USACE and Partners extends for 6 weeks after submission of Task 3. Within this period, comments are solicited to ensure compliance is on track, and the design team responds with needed refinements, if any.

4. Task 4: 95% Design (allotted time: 2 months)

- 4.1. Meetings
 - 4.1.1. Design coordination (client facing)
 - 4.1.2. Tribal engagement

- 4.1.3. Other outreach & engagement as needed
- 4.2. Design set (95% complete unless indicated otherwise)
 - 4.2.1. 95% design set
 - 4.2.2. Bid set
 - 4.2.3. Cost estimate
 - 4.2.4. Consultation on RFP and bid review for general contractor/construction manager (final construction contract structure TBD)

Review period with USACE and Partners extends for 6 weeks after submission of Task 4. Within this period, comments are solicited to ensure compliance and bid is on track, and the design team responds with needed refinements, if any.

We estimate that the bid will take place concurrently with other project and intergovernmental milestones, for a total pause period of approximately 2 months.

- 5. **Task 5: Construction Documents (with GC)**
 - 5.1. Meetings
 - 5.1.1. Construction coordination
 - 5.2. Construction Documents & permitting 100% (with GC)

The scope does not currently include Construction Administration since the timing of the construction within the 2026-2027 window is yet to be determined, but proposals should include the option to extend the contract for that purpose.

Exhibit B

General Conditions

Terms & Conditions for Professional Services

The General Conditions are minimum terms and conditions that Owámniyomni Okhódayapi (OO) expects its Consultant(s) to meet and are in addition to and not in lieu of terms and conditions as may be reflected in the ultimate Contract the parties enter (to be fully negotiated after award), which may be on an industry-standard contract form or other form as OO may designate. 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. OO's Rights

OO reserves the right to cancel the Contract without penalty, if circumstances arise which prevent OO from commencing the project, or any phase of the project, and at any time if it is determined that OO 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, subcontractors, and suppliers of the Consultant(s). In the event the Consultant(s) has questions concerning these requirements, it shall request necessary clarifications from OO.

3. Insurance

Insurance secured by the Consultant(s) shall be issued by insurance companies acceptable to OO and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by OO shall not relieve, limit, or decrease the liability of the Consultant(s). Any policy deductibles or retention shall be the responsibility of the Consultant(s). OO does not represent that the insurance requirements are sufficient to protect the Consultant(s)'s interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30)-day written notice is required if the policy is canceled, not renewed, or materially changed. The Consultant(s) shall require any of its subcontractors, if subcontracting is allowable under this Contract, to comply with these provisions.

The Consultant(s) and its subcontractors shall secure and maintain the following insurance:

1) Workers Compensation insurance that meets the statutory obligations with Coverage B Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

2) Commercial General Liability insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations, \$2,000,000 personal and advertising injury, \$300,000 each occurrence of fire damage and \$5,000 medical expense for any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and FOF shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.

3) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

4) Professional Liability Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant(s) or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant(s) or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.

5) Network Security and Privacy Liability for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant(s), its agents or employees. 2) Breach of OO's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Consultant(s) commences work, whichever is earlier.

4. Indemnity and Hold Harmless

The Consultant(s) will defend, indemnify, and hold harmless OO 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 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.

5. Subcontracting

The Consultant(s) may sub-consult or subcontract services under this Contract with written authorization by OO. The Consultant(s) shall provide written notice to OO and must obtain OO's authorization to subcontract any work or services to be provided to OO pursuant to this Contract. The Consultant(s) shall pay all subcontractors for subcontractor's undisputed, completed work within ten (10) days after the Consultant(s) has received payment from OO.

6. 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 OO which will not be withheld or delayed unreasonably.

7. General Compliance

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

8. Performance Monitoring

OO will monitor the performance of the Consultant(s) against goals and performance standards required herein. Substandard performance as determined by OO 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 OO, 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.

9. Prior Uncured Defaults

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

10. 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 OO; 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).

11. 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.

12. Retention of Records

Because this work will be funded in whole or in part with state grant dollars, pursuant to Minn. Stat. Sec. 138.17 and Sec. 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.

17. 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).

18. Conflict and Priority

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

19. Termination, Default and Remedies

Owámniyomni Okhódayapi may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both OO 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, OO 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), OO shall pay Consultant(s) all compensation earned prior to the date of termination minus any damages and costs incurred by OO 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 OO, become the property of OO, 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 OO for damages sustained by OO as a result of any breach of this Contract by the Consultant(s). OO 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 OO is determined. The rights or remedies provided for herein shall not limit OO, 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 OO or any damages due the Consultant(s).

20. 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 OO upon OO's payment for and approval of each final deliverable or upon payment and request by OO at any time before then. OO 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).

21. Intellectual Property

All Work produced by the Consultant(s) under this Contract is classified as "work for hire" and upon payment by OO to the Consultant(s) will be the exclusive property of OO and will be surrendered to OO immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, recordings or

other digital 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 OO 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.

22. Small & Underutilized Business Commitment Owámniyomni Okhódayapi supports equal opportunities to all businesses, with an effort to redress discrimination in the marketplace and in contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs).

23. Miscellaneous Provisions

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

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

Exhibit C

Special Conditions for Federal & State Grant Funded Contracts

Owámniyomni Okhódayapi is a state grant recipient, and will be utilizing state grant funds to undertake this scope of work. Clauses herein relating to federal grants are not currently applicable, but are included in the event that federal funding is secured and utilized during the contract period.

I. General Compliance:

The Consultant(s) (hereinafter referred to as 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 Owámniyomni Okhódayapi, 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 Owámniyomni Okhódayapi 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 subcontracting 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 Owámniyomni Okhódayapi in providing the scope of work or services through this Contract (2 C.F.R. Part 200 Appendix II). In addition, Owámniyomni Okhódayapi 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 Deliverables 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-overtime, 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 prohibits 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 Owámniyomni Okhódayapi 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. The Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

B. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 24 C.F.R. Part 1. In regard to the sale, lease or other transfer of

land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient or Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Subrecipient or Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

C. Environmental Conditions

1) **Air and Water:** The Subrecipient or Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Contract: 1) Clean Air Act (42 U.S.C. Section 7401 et seq.), as amended; 2) Federal Water Pollution Control Act (the Clean Water Act) (33 U.S.C. Sections 1251-1387), as amended, including regulations relating to inspection, monitoring, entry, and reports pursuant to 33 U.S.C. Section 1318, information and other requirements specified in the regulations and guidelines issued thereunder; 3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 745, as amended; 4) National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.), as amended; and 5) HUD Environmental Review Procedures (24 C.F.R. Part 58), as amended.

2) Lead-Based Paint:

- (a) Residential Structures - The Subrecipient or Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract may be subject to HUD Lead-Based Paint Regulations (*see* 24 C.F.R. Part 35). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Subrecipient or Contractor shall also comply with the regulations contained in 40 C.F.R. Part 745, Subpart E for any renovation, repair and paint (RRP) work that occurs at any residential property constructed prior to 1978.
- (b) Commercial and Public Structures -- The Contractor shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L, including the licensing and work practices standards for public and commercial buildings, bridges and super structures.

D. Historic Preservation

The Subrecipient or Contractor agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470 et seq.), as amended, the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469-469c 1,) as amended, Executive Order No. 11593, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this Contract.

E. Progress Payments and Retainage

Unless otherwise prohibited by conditions for payment and receipt of the federal grant by the City, this Contract shall be subject to the provisions for security for completion of

performance provided in Minnesota Statutes, Sections 15.71 through 15.74.

V. Federal Funding Accountability and Transparency Act of 2006 (FFATA) (31 U.S.C. Section 6101 et seq.)

The FFATA applies to direct federal grants received by an entity, which are provided as a sub-award (sub-grant, sub-contract or sub-recipient) to a first tier contractor or vendor. Recipients of federal grants are obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain information about entities that receive a sub-award of federal funds in an amount of \$25,000 or more. As a sub-awardee, sub-recipient or contractor being paid in whole or in part by Recipient with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Sub-award Reporting System (FSRS). As a sub-awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see www.fsrs.gov for details).

VI. Certifications Regarding Covered Telecommunications Equipment or Services and Lobbying

Pursuant to 2 CFR Part 200.216, FAR Council Interim Rule Section 889, subsection (A)(1)(B), and 31 U.S.C. Section 1352, prior to [Recipient Entity]'s release of any of the funds covered by this Contract, the Subrecipient or Contractor shall sign the following certification statement:

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- 1) THE UNDERSIGNED ENTITY DOES NOT USE ANY "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES" AS DESCRIBED IN 2 CFR PART 200.216 AND FAR COUNCIL INTERIM RULE SECTION 889, SUBSECTION (A)(1)(B) OF THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT, AS A SUBSTANTIAL OR ESSENTIAL COMPONENT OF ANY SYSTEM, OR AS CRITICAL TECHNOLOGY AS PART OF ANY SYSTEM, NOR DO THE ITEMS, EQUIPMENT, AND/OR SERVICES TO BE PROVIDED TO [RECIPIENT ENTITY] PURSUANT TO THE ATTACHED CONTRACT QUALIFY AS SUCH "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES." "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES" INCLUDES ALL TELECOMMUNICATIONS EQUIPMENT OR SERVICES PRODUCED OR PROVIDED BY HUAWEI TECHNOLOGIES COMPANY OR ZTE CORPORATION, AND VIDEO SURVEILLANCE AND TELECOMMUNICATIONS EQUIPMENT OR SERVICES PRODUCED OR PROVIDED BY HYTERA COMMUNICATIONS CORPORATION, HANGZHOU HIKVISION DIGITAL TECHNOLOGY COMPANY, OR DAHUA TECHNOLOGY COMPANY, OR ANY SUBSIDIARIES OR AFFILIATES OF THE AFOREMENTIONED ENTITIES.

- 2) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

- 3) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.
- 4) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 2 CFR Part 200.216, FAR Council Interim Rule Section 889, subsection (A)(1)(B), and 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, _____

BY: _____

TITLE: _____

FOR: _____

(Organization)

Exhibit D

Site Map



The project site includes three tracts totaling 5.2 acres located on the Central Riverfront of downtown Minneapolis, MN. Tract 1 is Hennepin County Parcel ID #2302924430005, and it includes the Upper Lock at St. Anthony Falls, and lands associated with it. Tract 2 is Hennepin County Parcel ID #2302924430004, which abuts Tract 1 below the Falls and features accessible shoreline, unhindered by Lock structures. Tract 3 is Hennepin County Parcel ID #2302924430039, which is shoreline property south of the lock just below the Guthrie Theater on the bluff above. The landmark Stone Arch Bridge crosses overhead as the divider between Tract 1 and Tract 2.

The site can be located by searching for the address “1 Portland Ave, Minneapolis MN, 55401” on Hennepin County’s online property map at <https://gis.hennepin.us/property/>.

Exhibit E

Project Links & References

The complete *First Season Report* is available on the Owámniyomni Okhódayapi website:

- [First Season Report](#)

The following additional references can be viewed and downloaded using the links below:

- [Suggested Timeline](#)
- [ALTA Survey](#)
- [Easements](#)
- [Zoning and Land Use Summary](#)
- [Traditional Cultural Property Study \(DRAFT\)](#)
- Guidance for federal processes governed by USACE:
 - [Section 408 Process Guide](#)
 - [Section 408 EA Template](#) (USACE Sacramento District version; no USACE St. Paul District version of this template exists)
 - [Section 106 Submittal Guidelines](#) (USACE South Pacific Division version; no USACE St. Paul District version of this guidance exists)

Additional context for Applicant's reference and awareness:

- [Native American Historic Context Study](#), City of Minneapolis (Two Pines Resource Group LLC, 2016)
- [Mni Sota Makoce: The Land of the Dakota](#) (Westerman, 2012)
- [Native Land Digital Map](#)
- [Bdote Memory Map](#)