CITY OF DULUTH

DEPARTMENT OF PLANNING & CONSTRUCTION SERVICES
Planning Division
411 W 1st St., Rm 208 ● Duluth, Minnesota 55802-1197
Phone: 218/730-5580 Fax: 218/723-3559

Keith A. Hamre, Director
khamre@duluthmn.gov

March 13, 2014

RE: Ethnographic Study of the American Indian Heritage of Duluth

To Whom It May Concern:

Attached is a Request for Proposals (RFP) for an **"Ethnographic Study of the American Indian Heritage of Duluth"**. You are receiving the RFP as you firm appears to have the necessary qualifications to undertake this type of research. This RFP builds on early work titled **"Planning for an Ethnographic Study of the Indigenous Heritage of the City of Duluth".** A copy of the planning for an ethnographic study can be found at http://www.duluthmn.gov/community-development/. This study in funded by the Minnesota Historical Society with an in-kind city match. A copy of the grant award is attached which provides additional information.

Should you have questions regarding the RFP please contact:

Michael Palermo, Planner II
City of Duluth - Community Development Division
411 W. 1st Street Rm. 407
Duluth, MN 55802
(218) 730-5305
Or email Michael at
MPalermo@DuluthMN.gov

Respectfully,

Charles Froseth
Land Use Supervisor

Attachment: Ethnographic Study of the American Indian Heritage of Duluth
MN Historical and Cultural Heritage Grant Agreement (1308-01824)

Ethnographic Study of the American Indian Heritage of Duluth

Background and Purpose

In 2012 the City of Duluth was awarded a Minnesota Historical and Cultural Heritage Grant to plan the process for an Ethnographic Study of the indigenous population of Duluth. This study was completed in September, 2013. The City of Duluth has since been awarded another Minnesota Historical and Cultural Heritage Grant for $65,534 to conduct and prepare the ethnographic study. The City of Duluth is requesting qualifications for firms and/or individuals to complete and Ethnographic Study of the American Indian Heritage of Duluth.

Requirements for Qualifications

Qualified applicants must have experience completing the following pieces of the Ethnographic Study and produce a high quality document to help the City of Duluth promote the Heritage of the American Indian Population. Applicants should provide adequate information that demonstrates their ability to:

- Conduct oral history interviews with the indigenous population that meet standards set by the Minnesota Historical Society to document history and identify places of significance. http://www.mnhs.org/collections/oralhistory/ohguidelines.pdf
- Conduct archival research related to the following topics:
    - Origins: Traditional accounts of the origins of the geography and human presence in the Duluth area; cultural sites in the city related to that heritage.
    - The geography of Duluth and its key location at the western end of Lake Superior; seasonal resources, habitation sites, and traditional technologies.
    - The long presence of Dakota and Anishinaabeg at the western end of Lake Superior; interaction with other tribes at this location.
    - The presence of Europeans in the Duluth region during the era of exploration of diplomacy, exploration, and trade.
    - Treaties relating to the lands in the Duluth region including those of 1826, 1842, and 1854; Chief Buffalo's reservation in present-day Duluth under the 1854 treaty.
    - Interactions of European-Americans with Indigenous people in Duluth after the treaties; railroads, lumbering, mining, and the development of the Duluth harbor as a shipping point.
    - Indigenous people in an urban setting; social institutions serving Indigenous people in Duluth from 1940 on; the role of Native women in these institutions.
- Lead or work with archaeological surveyors to identify traditional cultural properties within the city limits for purposes of expanding general knowledge of the presence of aboriginal cultures within the city and suggest sties that may need protection from future development.
- Work with the City of Duluth Indigenous Commission and Duluth Historic Preservation Commission

Services and Deliverables

The result of the Ethnographic Study will be a will summarize the oral history, archival research, and archaeological survey, with a goal of making this information available to the wider Duluth community. To facilitate the later use of this information for interpretive purposes, the final report will consist of a readable non-technical narrative describing the history and the heritage of Indigenous people in the Duluth area, a detailed compilation of information about individual places of Indigenous importance in Duluth, and a list of sites in need of protection and preservation. The completed report will provide the basis for interpretation and education, to be pursued through distribution of the report and additional

activities pursued through later grant proposals and projects. The Ethnographic Study will have a twelve month timeline to complete the interviews, archival research, archaeological survey, and submit the final report.

Further information regarding location of traditional cultural properties is to be provided in form of a GIS database. This database maybe used by the Duluth Indigenous Commission and the Duluth Historic Preservation Commission for the purposes of protecting, preserving, and possibly guiding future interpretive programs.

Applications

Qualified Applicants will provide a curriculum vitae, similarly completed documents, and cover letter explaining qualifications for this project. Please be specific in addressing how the applicant will complete the 3 major facets of the grant including the Oral History Interviews, Archival Research, and Archeological survey. The specifications of the grant awarded by the Minnesota State Historical Society are attached and should act as guidance when explaining qualifications. Qualified applicants can submit supportive documents to:

Michael Palermo
Community Development
City of Duluth
411 W. 1st Street Rm. 407
Duluth, MN 55802

Or

MPalermo@DuluthMN.gov

Qualified applicants will be reviewed by the Duluth Indigenous Commission and Duluth Heritage Preservation Commission and selected based upon ability to complete the Ethnographic Study. Interviews maybe required and applicants will be contacted prior an interview. Questions pertaining to the proposal can be directed toward Michael Palermo, 218-730-5305.

Applications are due by March 31, 2014.

MINNESOTA HISTORICAL SOCIETY

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

Account No.	Fiscal Year	Object Code	MHS Grant No.	Amount
02484	2014	5260	1308-01824	$65,534 grant

This agreement is made by and between the Minnesota Historical SOCIETY, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and, City of Duluth, 407 City Hall, Duluth, Minnesota, 55802 herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Laws 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, approved funding to the SOCIETY for Statewide Historic and Cultural Heritage Grants for the purpose of supporting history programs and projects operated or conducted by or through local, county, regional, or other historical or cultural organizations; or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its *Ethnographic Study of the American Indian Heritage of Duluth* project meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Executive Council approved a grant recommended for funding by the Historical Resources Advisory Committee on December 12, 2013.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

A. The project period for this activity is from January 1, 2014 to April 1, 2015.

B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.

C. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.

D. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.

E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will

not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

G. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

II. ASSURANCES

A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.

B. The GRANTEE agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.

C. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.

D. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.

The GRANTEE agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

E. This Agreement may be canceled or terminated by the SOCIETY, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.

F. The GRANTEE assures that no part of the project budget will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of the Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

G. The GRANTEE agrees to post a sign in a prominent location while project work is in progress substantially incorporating the following acknowledgment:

"This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society."

H. The GRANTEE agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge funding assistance from the State of Minnesota from the Arts and Cultural Heritage Fund. Any written materials shall include the following:

"This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society."

III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

A. Any services and/or materials that are expected to cost $20,000 or more must undergo a formal notice and bidding process. In addition, any services to be performed by such professionals as architects, consultants, engineers, historical researchers, etc. that are expected to cost between $5,000 to $19,999 must be scoped out in writing and offered to a minimum of three (3) bidders. Evidence of the offering along with copies of the bids received must be included in the GRANTEE's financial records for the project.

B. For purchases between $500 and $5,000, the GRANTEE must maintain financial records that verify the cost was competitively based on at least three verbal quotes. For purchases greater than $5,000 and less than $20,000, the GRANTEE must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications.

IV. PAYMENT SCHEDULE

A. GRANTEE will receive payments from the SOCIETY in accordance with the following for up to eighty percent (80%) of the grant award.

Project Milestone:	**Payment:**
1. Execute Grant Agreement.	$19,660 (30%)
2. Submit draft final report.	$16,384 (25%)
3. Presentation of findings to grants office staff at History Center. Contact grants office to make visit arrangement at least 30 days prior to visit.	$16,384 (25%)

B. Retainage. A total of twenty percent (20%) of the grant funds will be released as the final payment after work is complete and fiscal documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

A. The GRANTEE will submit a completed final report including documentation for project expenditures and project products on or before May 1, 2015. (Work on the project must be concluded by April 1,2015)

B. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (https://mnhs.fluxx.io).

a. The financial documentation for project costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.

b. The Final Product to be uploaded with the final report is an electronic copy of final survey report.

VI. AUDIT

A. The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The GRANTEE must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.

B. The GRANTEE agrees to maintain records to document any matching funds claimed as part of the project. The GRANTEE further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.

C. The GRANTEE agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

VII. AMENDMENTS AND CANCELLATION

A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Grants Office, Minnesota Historical SOCIETY, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. Cancellation

The SOCIETY may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the GRANTEE has materially breached any term or condition of this agreement. GRANTEES will be given a 30-day notice. In lieu of cancellation, GRANTEES may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the GRANTEE hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the SOCIETY, and that, per 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

Minnesota Historical Society
345 Kellogg Boulevard West
Saint Paul, Minnesota 55102

City of Duluth
407 City Hall
Duluth, Minnesota 55802

_____
D. Stephen Elliott, Director and State Historic Preservation Officer (date)

_____
(signature - authorized official)

_____
(print name) (date)

_____
Barbara Mitchell Howard, Director Historic Preservation Department and Deputy State Historic Preservation Officer (date)

_____
(title)

_____
Mary Green Toussaint Acting Contracting Officer (date)

City of Duluth

R-MHCG-1308-01824 | $65,534 | MN Historical and Cultural

Attachment A

An Ethnographic Study of the American Indian Heritage of Duluth

Status: Pending Final Review

Minnesota Historical & Cultural Heritage Grant Request

Applicant:	City of Duluth
Project Director:	Keith Hamre
Authorized Officer:	Ben VanTassel

Governance/Board Members:

City Council:
Patrick Boyle, Jay Fosle, Sharla Gardner, Dan Hartman, Jennifer Julsrud, Garry Krause, Linda Krug, Emily Larson, Jim Stauber

Duluth American Indian Commission:
Ricky Defoe, Carol DeVerney, Terry Goodsky, Tina Olson, Babette Sandman,Tobias Shotley, Jaron Smallwood

Applicant Organization Type:	Local/Regional Government
Is this a sponsored project?	
*** Project Title (Be descriptive and succinct):**	An Ethnographic Study of the American Indian Heritage of Duluth

*** Brief Project Summary:**

This project is an ethnographic study of the American Indian heritage of Duluth—including oral history, archival research, and an archaeological survey.

Program:	MN Historical and Cultural
Sub Program:	History Projects
Initiative:	Publications and Research
Program Lead:	David Grabitske
Spending (new Fiscal) Year:	2014
Fiscal Year (old):	2014
Grant Cycle:	Summer
Grant Type:	MN Historical and Cultural
Category:	History Projects
Sub-Category:	Publications and Research
Internal Reviewer:	David Grabitske

Selected Reviewers:

Selected Reviewer Groups:	HRAC Reviewers

Attachment B

MINNESOTA HISTORICAL SOCIETY
Grants Department

Approved Project Budget

GRANTEE: City of Duluth
MHS GRANT #: 1308-01824
PROJECT: An Ethnographic Study of the American Indian Heritage of Duluth

BUDGET LINE ITEMS

Budget Item	Grant Amt Requested	Grant Award	Match: Cash	Match: In-Kind	Total Match
Project Director/ Ethnographer	$15,000	$15,000			$0
Research Assistant	$6,000	$6,000			$0
Cultural Advisor	$4,000	$4,000			$0
Ojibwe Interpreter				$6,000	$6,000
Objibwe Translator or Assistant Interviewer	$3,000	$3,000			$0
Travel Expense - Airfare to Washington D.C.	$680	$680			$0
Travel Expense - Washington D.C. Lodging	$2,510	$2,510			$0
Travel Expense - Washington D.C. Meal Per diem	$760	$760			$0
Travel Expense - Washington D.C. Local Commuting	$50	$50			$0
Travel Expense - Local Travel	$2,034	$2,034			$0
Travel Expense - Interviews	$2,000	$2,000			$0
Archaeological Survey	$20,000	$20,000			$0
Oral History Interviews Honoraria	$4,500	$4,500			$0
Transcriber/ Transcription	$3,600	$3,600			$0
Community Meeting	$1,400	$1,400			$0
Total:	$65,534	$65,534	$0	$6,000	$6,000