



REQUEST FOR PROPOSAL

Design-Build Services for K'teya Cultural Center

Issuing Department	Administration
Owner	CITC Procurement
Date Issued	09/30/2026
Proposal Due Date & Time	November 16, 2026 by 5:00 p.m. AKST
CITC Contact Name / Title	Kayla Bishop, Director of Self-Determination
Contact Phone	907-793-3171
Contact E-mail	Procurement@citci.org

Important Notice: All proposals must be submitted pursuant to the instructions below. CITC has the right to reject any proposals not properly delivered.

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Section 1. About Cook Inlet Tribal Council

Cook Inlet Tribal Council (“CITC”) is a tribal non-profit organization serving Alaska Native and American Indian people residing in the Cook Inlet region of southcentral Alaska. As one of the nation's preeminent culturally responsive social-service organizations, we assist our people in reaching their often-untapped potential. We believe that when we work together, we can help each other develop our strengths and talents to become successful and self-sufficient individuals, families, and communities.

Established in 1983, CITC serves more than 12,000 people each year through an array of integrated programs. Our programs include education and youth services, employment and training resources, career development, family preservation, and support for individuals recovering from addiction, substance abuse, or incarceration.

CITC offers culture-forward and holistic services that meet people where they are, across every stage of life. From early childhood learning to youth education, to essential adult services and a growing number of Elder care support programs, we invite our people to come as they are. For more information, visit www.citci.org.

When applicable, CITC requires a Native-hire preference in all projects and activities per its authority under PL 93-638. To the greatest extent feasible, CITC will give preference in entering into contracts and similar agreements to Alaska Native and American Indian tribes, organizations, and economic enterprises. Positive efforts should be taken to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible.

Section 2. General Information

2.1 Purpose of the Request for Proposal (RFP)

CITC requests proposals from qualified firms for Design-Build Services for the K'teya Cultural Center (approximate size: 32,600 sq ft). The CITC K'teya Cultural Center (“K'teya” or “Project”) will be a first-of-its-kind facility on CITC-owned land in Anchorage, a welcoming, wellness-focused hub where cultural engagement, intergenerational learning, and community gathering happen under one roof. K'teya will serve as an early childhood learning center, gathering place, and an entry point to CITC's full spectrum of services for individuals and families across the region.

Firms submitting a response to the RFP will be asked at a minimum to state their understanding/experience for the Project and offer for theology for meeting the criteria noted in this RFP.

K'teya will be built on CITC-owned land in east Anchorage off Northway Drive, located across from its main campus at 3600 San Jeronimo Drive, and is conveniently accessible by foot, bike, bus and vehicle. K'teya will be situated next to CITC's Clare Swan Early Learning Center, sharing a parking lot and providing centralized access to holistic services.

CITC has completed the pre-development concept design included for reference. The CITC is seeking a qualified Design-Build firm ("DESIGN-BUILDER") to complete the following elements for the Project:

- Site Investigation: Geotech Report and Survey
- Schematic Design
- Design Development
- Completion of the design Construction Documents
- Permitting
- Provide estimating and value engineering to develop Guaranteed Maximum Price ("GMP") for the approved scope of work for construction
- Complete the construction of the Project
- Conduct preconstruction meetings, weekly construction meetings, substantial completion walkthrough, and final completion walkthrough
- Provide quality control testing per specifications
- Provide Post Construction Warranty Services for one (1) year after final completion of the Project
- Team with CITC representatives for the successful completion of the Project

2.2 Duration of Project

Anticipated Start Date	January 4, 2027
Anticipated End Date	June 30, 2028
Renewal / Extension Options	Not Applicable

The Project schedule will be refined between CITC and the selected Proposer. The contract will remain in effect for the duration of the Project stated above unless otherwise terminated per the Contract section below.

2.3 Budget

The design-build construction budget, including FF&E, is \$36,500,000.

2.4 Schedule of Events

CITC reserves the right to revise this schedule; any change will be posted on CITC's website (<https://citci.org/category/our-announcements/>) or communicated in writing to all known prospective Proposers.

Activity	Date / Time
RFP issued / posted	September 30, 2026
Optional Site Visit	Contact the Point of Contact to schedule.
Deadline for submission of written questions	October 19, 2026 by 5:00 p.m. AKDT
Anticipated responses to questions posted on CITC's website and issued to all known Proposers	October 26, 2026 by 5:00 p.m. AKDT

Activity	Date / Time
Proposal due date and time	November 16, 2026 by 5:00 p.m. AKST
Anticipated evaluation/interview period	December 11, 2026 by 5:00 p.m. AKST
Anticipated notification of award	December 18, 2026 by 5:00 p.m. AKST
Anticipated contract start date	January 4, 2027

2.5 Submission Deadline & Method

Proposals must be submitted electronically to the contact identified on the cover page no later than the date and time listed in the Schedule of Events above. Hard copies will not be accepted unless otherwise specified. Proposals received after the deadline will be rejected.

2.6 Other Licenses and Registration Requirements

All Proposers must hold a valid Alaska Business License, General Contractor's License, and all necessary applicable professional licenses and registrations required by the Federal, State, or Municipality and proof of such shall be submitted with each proposal.

2.7 Minimum Number of Proposers

Per CITC's internal RFP process, this solicitation must be issued to a minimum of three (3) qualified vendors, and, where required, posted publicly on the CITC website. If fewer than three vendors respond, CITC must document the outreach performed before proceeding to evaluation.

2.8 Conflict of Interest and Restrictions

If an individual or entity has a conflict of interest with a CITC employee, board member, or their family member affecting the objectivity, analysis, and/or performance, the Proposer must submit details in writing to CITC within seven (7) days of issuance of this RFP. CITC will determine if the conflict is significant and material and if so, will notify the Proposer in writing of elimination from the RFP process.

2.9 Cancellation of the RFP

CITC retains the right to cancel the RFP process if it is in CITC's best interest. CITC will not be responsible for costs incurred by Proposer for RFP preparation.

Section 3. Questions

CITC shall not be bound by any oral interpretations of this RFP. Questions are encouraged and must be submitted in writing to the contact identified on the cover page no later than the date/time listed in Section 2.4 Schedule of Events. Substantive issues will be addressed via written addendum and posted on CITC's website (<https://citci.org/category/our-announcements/>) and/or shared with all known prospective Proposers. No communication is to be directed to any other CITC employee or representative.

Section 4. Scope of Work

CITC is seeking a qualified DESIGN-BUILDER for the design, permitting, construction, and finalization of the K'teya Cultural Center. The DESIGN-BUILDER shall provide all architectural, engineering, permitting, construction, testing, and closeout services necessary to deliver a complete and operational facility. Services are to include but are not limited to:

The exact scope of work required by CITC will be set forth in the agreement between CITC and the selected DESIGN-BUILDER. The scope of work will consist of assisting CITC's staff and consultants in completing the pre-construction phase of the Project, in preparation for final approval by CITC. In conjunction with this approval, the DESIGN-BUILDER will have also prepared a final Guaranteed Maximum Price ("GMP"), anticipated at 100% Design Documents. Upon approval by CITC, the DESIGN-BUILDER will enter into a pre-negotiated contract to perform the construction management / general contracting services and design construction administration necessary to satisfactorily complete the Project in compliance with the contract documents.

The DESIGN-BUILDER's services during the Pre-Construction Services phase shall include, but may not be limited to, confirming the program, design and cost estimating of building and site (providing milestones at 35%, 65%, and before construction documents), value engineering, scheduling, logistical planning, constructability analysis, bid package administration, bidding of trade contracts, and the submittal of a GMP Proposal for CITC's optional acceptance, reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP includes a planning allowance for Furnishings, Fixtures and Equipment (FF&E); final FF&E scope, quantities, specifications, and procurement responsibilities will be developed with CITC program staff during schematic design and future design phases. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire Project. All construction costs must be clearly defined and included in the GMP Proposal.

The DESIGN-BUILDER will work with CITC throughout the design and construction of the K'teya Cultural Center to ensure cultural elements are included.

All proposed allowances included shall be approved by CITC and shall include estimated quantities and values justified by the DESIGN-BUILDER. All clarifications, exclusions, exceptions must be identified within pricing packages and the GMP Proposal.

The DESIGN-BUILDER's services during the Construction Services phase shall include, but may not be limited to, construction management, design construction administration, field supervision, coordinating subcontractors, maintaining quality, meeting schedules and providing the general conditions work for the Project.

Generally, all trade contracts shall be competitively bid and assigned to the DESIGN-BUILDER's contract; however, when circumstances warrant it, the DESIGN-BUILDER will be allowed to self-perform work that it traditionally performs with its own forces.

The DESIGN-BUILDER shall implement and maintain a project controls system with full access to the Project information by all project stakeholders. The DESIGN-BUILDER shall allow for "open book" policy and facilitate review of all Project contracts, records, accounting and other documentation and information, in any form, to CITC or persons designated by CITC for auditing purposes.

The DESIGN-BUILDER maintains all Project records including, but not limited to, managing issues, RFI's, ASI's, Submittals and Shop Drawings, Site Photos, Field Reports, Meetings, etc.

A. PRE-CONSTRUCTION SERVICES FIXED FEE. The DESIGN-BUILDER shall participate in the continuing of the design process as an integral member of the Project Team and shall perform Pre-Construction Services that, in general, shall include but not be limited to the following:

- 1) Schedule, attend and manage all necessary design work sessions with CITC and Design Team to gather and distribute information on the Project as required.
- 2) In conjunction with CITC and Design Team, immediately identify the Project requirements and prepare a comprehensive Construction Budget. DESIGN-BUILDER to identify all Project related construction costs including (but not limited to) building and site construction, infrastructure improvement costs (on-site and off-site), construction within right of-way, permitting and other such costs that may be of consequence to CITC. DESIGN-BUILDER is responsible for all costs associated with obtaining the necessary permits for the Project.
- 3) Develop and continue to refine a comprehensive Project Schedule. Identify, set decision dates, and make recommendations to CITC and the Design Team on procurement of long-lead delivery items. Update and monitor the Project Schedule with CITC and the Design Team regularly to identify deviations and changes.
- 4) Provide value engineering and life-cycle costing for all materials, equipment and systems mutually agreed upon to determine the best possible value to CITC. Conduct formal value engineering work sessions with CITC and the Design Team, and recommend design detail, system and assembly alternatives.
- 5) Prepare and monitor estimates of the construction cost during each of the design phases based on detailed quantity surveys of the Drawings and Specifications. Advise CITC and the Design Team if it appears that the construction budget will not be met and make recommendations for corrective action. Prepare and update with each cost estimate a reconciliation report comparing the previous cost estimate, the current cost estimate, and the approved budget. Provide a narrative of the changes made from the previous versions and accompanied with an updated construction billing and cash flow forecast. Provide this service at each design milestone: Schematic Design Package, Design Development Permit Drawings. In addition to providing periodic estimates, it is expected that DESIGN-BUILDER will work cooperatively with CITC and the Design Team to provide intra-phase pricing evaluations of building systems, assemblies, and component options to facilitate timely design related decision-making as required by CITC and the Design Team.
- 6) Review the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.
- 7) Review the proposed design concepts, layouts, dimensions, clearances and advise CITC and the Design Team of possible conflicts of the building and site. DESIGN-BUILDER to confirm accuracy of Civil Engineer's earthmoving, import, and export quantity assumptions prior to providing GMP.
- 8) Recommend a strategy for bid packaging the drawings and specifications relative to the Project approach and other pertinent considerations. Administrate the various bid packages for the Project.
- 9) Recommend and prequalify subcontractors and contact suppliers to develop a bidder's list for review and approval by CITC and the Design Team. It is CITC's policy that only prequalified subcontractors and suppliers shall be invited to bid on various procurement packages on the Project and, further, that awards are then based upon the lowest responsible and conforming bids received. Minimum of three (3) bids per subcontract or subtrade, unless otherwise agreed to by CITC.
- 10) Prepare a detailed approach to phasing of the work, mobilization, logistics, quality control and safety of the public for review by CITC and the Design Team.
- 11) Prepare and submit a final GMP Proposal for CITC's optional acceptance reflecting the entire cost, scope of work and quality intent of the Project before any construction funds are committed. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire

Project. All construction costs must be clearly defined and included in the GMP Proposal. All proposed allowances included shall be approved by CITC and shall include estimated quantities and values justified by the DESIGN-BUILDER. All clarifications, exclusions, exceptions must be identified within your proposal.

12) Identify and submit proposals for long lead items for direct purchase by CITC.

13) Include costs for and coordinate with the local Building Department and other authorities having jurisdiction over the Project in order to obtain the building permit(s) on a timely basis for the construction activities.

B. CONSTRUCTION SERVICES FEE. The DESIGN-BUILDER shall construct the work according to the construction documents and specifications within the scheduled time frame agreed to by CITC.

1. **COORDINATION.** The DESIGN-BUILDER will provide access to CITC's Representative to the DESIGN-BUILDER's Online Project Management software to track Project related information including, but not limited to, RFI's, ASI's, Submittals, Punch List, Warranty Items, and O&M Manuals.

2. **WARRANTIES.** The DESIGN-BUILDER will be required to provide warranty and closeout assistance. Warranty on items will be for a minimum of one (1) year.

3. **FEES.** Pre-Construction Services for Design Build Team fees are not due with this submission and will be negotiated with the successful Proposer. Construction Service GMP will be developed and negotiated during the end of the Pre-Construction Services. Any and all profit plus overhead on the Project shall not exceed 5% of the costs associated with the work. No profit and overhead shall be permitted on general requirement costs.

4. **COST SAVINGS.** To the extent the actual cost of the work may be reduced through the course of the design refinement, procurement and construction, the reduction in cost shall revert entirely to the benefit of CITC. There shall be no "shared savings" compensation to the DESIGN-BUILDER.

5. **CONSTRUCTION CHANGE ORDER MARK-UP.** For CITC approved changes to the scope of work, the DESIGN BUILDER's profit plus overhead shall not exceed 5% of the costs associated with any change order or request for equitable adjustment. No profit or overhead shall be permitted on general requirement costs. Equitable adjustments for deleted work shall include a credit for profit plus overhead and general requirements in the stipulated percentages above. On proposals covering both increases and decreases to the contract amount, the application of profit plus overhead and general requirements shall be on the net-change in the direct costs for the DESIGN-BUILDER and any subcontractor performing the work.

6. **SCHEDULE.** The final Project Schedule will be determined once the contract has been negotiated.

7. **BIDDING & CONSTRUCTION CONTINGENCY.** The DESIGN-BUILDER's contingency shall be used to cover costs of unforeseen job conditions, omissions of the estimate (with the exception of subcontracted work), and discrepancies between subcontractor and supplier scopes of work, which are properly reimbursable as Cost of the Work but are not the basis for a change order. The DESIGN-BUILDER's contingency shall be used with CITC's and the Design Team's concurrence ONLY, which shall not be unreasonably withheld. Requests for the use of the contingency shall be submitted by the DESIGN-BUILDER within ten (10) calendar days of the event that caused such Cost of Work to be incurred, or as soon as the need is apparent, whichever is earlier. The DESIGN-BUILDER's contingency shall not be used for repairing or replacement of the work due to the DESIGN-BUILDER's negligence or error. The contingency may be refunded via change order to CITC in stages as agreed upon by the team and the balance of the DESIGN-BUILDER'S contingency which has not been expended for the Project according to the procedures set forth herein shall be refunded entirely to the benefit of CITC, upon final invoicing. The DESIGN-BUILDER shall also provide CITC and the Design Team documented status of the contingency amount on a monthly basis with each payment application. CITC will carry a separate contingency for changes to the work.

The Project shall be subject to all applicable federal, state, and local requirements, including, but not limited to:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Build America, Buy America (BABA);
- Davis-Bacon and Related Acts;
- Contract Work Hours and Safety Standards Act;
- Applicable Federal Contract Provisions; and
- Record Retention and Audit Requirements

Section 5. Proposal Content & Format Requirements

Proposals should include the appropriate narrative and supporting materials to adequately address the selection criteria in the next section. Proposals that omit items below may be deemed nonresponsive by CITC and may not be considered. For consistency and ease of evaluation, Proposers must organize their proposals as follows:

5.1 Cover Letter

Signed (see Attachment C- Proposer Certification & Signature Page); includes firm name, local address, telephone number, and the name, title, and telephone number of the person authorized to submit the proposal. Also include:

- A brief statement of your understanding of the services to be performed and why your firm is best qualified to perform them.
- A summary of your organization's experience providing similar services, specifically to nonprofit and/or Alaska Native/American Indian organizations.

5.2 Overview of Approach

A brief firm profile and a narrative describing the Proposer's approach to working with CITC to fulfill the scope of work.

5.3 Statement of Qualifications

- Outline proposed Project leader, staff and any consultants to be retained, experience relevant to the Project, and their roles on the team.
- Team resumes (one page per person) for proposed primary and backup personnel, including job assignments, education, and certifications.
- Client and professional references (minimum of three (3)) - use the table below.
- Current workload, including project type, location, size, and anticipated completion dates.

Reference / Organization	Contact Name & Title	Phone / E-mail	Nature & Duration of Relationship

5.4 Proposed Scope of Work

Describe the process envisioned for the request. Timeline for execution of deliverables and services, showing major milestones for planning, production, and delivery phases.

5.5 Additional Services

Advise on additional design and/or engineering services or consultants that CITC should consider for the Project.

5.6 Proposed Fees

Provide a line-item budget and the value of any discount offered, plus standard billing rates for the firm and any consultants.

Billings are to be made monthly as a percentage of services completed during that period, plus reimbursable expenses.

Line Item	Rate	Qty / Hours	Total
Total Proposed Fee			

5.7 Federal Contract Requirements

- ☐ Documentation of AN/Al or Small, Minority, Women-Owned Business status (if applicable), such as a Tribal Certificate, SBA listing identifying business as “women-owned” or “minority-owned”, Articles of Incorporation, etc.
- ☐ Signed Lobbying Certification and Disclosure (Attachment A)

5.8 Additional Information

DESIGN-BUILDER's Prequalification and Surety Capacity

As part of the DESIGN-BUILDER's Statement of Qualifications and Proposal, the DESIGN-BUILDER shall demonstrate its ability to provide the bonding required under this RFP and the resulting Design-Build Agreement.

Each Proposer shall submit a letter from its surety confirming the following:

1. The surety is licensed to transact surety business in the state where the Project is located.
2. The surety is listed in the most current U.S. Department of the Treasury Circular 570 and possesses an underwriting limitation sufficient to support the Project.
3. The surety maintains a minimum financial strength rating of A- and a financial size category of at least Class VIII as published by A.M. Best, or an equivalent rating acceptable to CITC.
4. The surety has reviewed the proposed Project and supports the DESIGN-BUILDER's ability to perform the Work.

5. The DESIGN-BUILDER currently possesses a single-project capacity and aggregate bonding capacity adequate to complete the Project, including the anticipated GMP.
6. The surety is prepared to issue the Performance Bond and Payment Bond required by this RFP upon execution of the GMP Amendment to the DESIGN-BUILD Agreement.

CITC reserves the right to reject any Proposal where the demonstrated surety capacity, surety qualifications, or bonding support are determined by CITC to be insufficient for the Project.

Performance and Payment Bonds

Upon execution of the GMP Amendment, or any amendment establishing a GMP for the Project, the DESIGN-BUILDER shall furnish the following bonds in a penal sum equal to one hundred percent (100%) of the GMP:

- **Performance Bond**

A Performance Bond guaranteeing faithful performance and completion of all Work required under the Design-Build Agreement and GMP Amendment, including all approved changes to the Work.

- **Payment Bond**

A Payment Bond guaranteeing payment of all subcontractors, suppliers, laborers, and other parties furnishing labor, materials, equipment, or services in connection with the Project.

The required Performance Bond and Payment Bond shall:

- Be issued by the same surety identified in the DESIGN-BUILDER's proposal, unless otherwise approved by CITC.
- Name CITC as obligee.
- Remain in full force and effect throughout Project completion and any applicable warranty or correction periods required under the Design-Build Agreement.
- Be executed in forms acceptable to CITC

No Notice to Proceed for construction activities governed by the GMP Amendment shall be issued until CITC has received and approved the required bonds.

Failure to Provide Bonds

Failure of the selected DESIGN-BUILDER to provide the required Performance Bond and Payment Bond within the time specified by CITC following execution of the GMP Amendment may constitute grounds for default, termination of negotiations, award to another proposer, or any other remedy available to the CITC under the RFP or applicable law.

Certificate of Insurance or Letter of Intent

Certificate of Insurance or Letter of intent from an insurance company indicating the insurability of the Proposer. See Section 9 below for more information.

To assist you in developing a proposal, the following documents are provided:

Appendix Ref.	Appendix Name	Purpose
Appendix A	CITC K'teya Center Floor Plans and Renderings	Contains the floor plan for level 1, level 2, site study presentation plan, and volume study.
Appendix B	CITC K'teya Center Space Allocation Report	Documentation for space usage (staff, gymnasium, etc.) and additional comments/features.
Appendix C	CITC K'teya DOWL Due Diligence Report	Documents the zoning/land use, site planning considerations, civil engineering considerations, title report and survey review, entitlements, and construction permits that may be required for future development.
Appendix D	CITC K'teya PacWest Construction Feasibility	Overall assessment of the feasibility of the proposed CITC K'teya Center Project, including anticipated constructions costs to assist in the decision-making process for moving the Project forward.
Appendix E	CITC K'teya – New CITC Cultural Community Center: Concept Design, Feasibility Study + Cost Estimating Report	Summarization of the current predevelopment basis for the K'teya Center and identify the planning, design, entitlement, and cost considerations that will guide the next phase of work.

Section 6. Evaluation Process

Proposals received in response to this RFP will be reviewed by an Evaluation Committee. Each evaluator independently scores proposals against the criteria below; scores are then compiled/averaged across evaluators. CITC may request interviews with one or more Proposers if doing so will assist the selection process.

- Failure to provide any information requested in this RFP may result in disqualification; this is the Proposer's responsibility.
- Each proposal stands alone and is evaluated on its own merits against CITC's requirements, terms and conditions, pricing, and overall responsiveness.
- Submission of a proposal implies acceptance of the evaluation technique described here, including that some subjective judgment will be applied.
- Prior to scoring, CITC will screen each proposal for completeness and will verify the Proposer is not debarred or suspended (checked against sam.gov/content/exclusions). Any proposal recommended for disqualification will receive written notice within two (2) business days and the Proposer will have an opportunity to respond within three (3) business days.

- All firms that submitted a proposal will be notified in writing of the results once scoring and due diligence are complete. CITC will make a best effort to offer a debriefing to the awarded and non-awarded Proposers within five (5) business days of award, upon request.
- Any award resulting from this RFP is contingent upon execution of a written contract. This RFP and its attachments form the basis of the Contract Terms and Conditions.
- Exceptions or deviations to this proposal must not be added to the proposal pages, but must be submitted on the Proposer's letterhead and accompany the proposal. CITC reserves the right to reject any or all proposed modifications.

6.1 Selection Criteria

CITC will rely on the information contained in the proposals, interviews, and reference checks in making the decision to select the most qualified firm to fulfill the scope of work for this Project.

Criterion	Max Points	Score
Qualifications and experience of the teams, as indicated by prior successful completion of similar projects; Demonstrated ability to provide acceptable surety by bond	{35}	
References	{15}	
Proposed approach to completion of the scope of work and understanding of the Project and Project issues	{35}	
Fee structure	{10}	
Alaska Native/American Indian preference (Small, Minority, and Women-Owned Business may be considered)	{5}	
Total	100	

6.2 Interviews

Top scoring firms may be invited to interview with CITC. Final proposal scored may be adjusted after completion of interviews.

6.3 Selection

Notification of selection or non-selection of all Proposers who submitted conforming responses will be contact when the selection process has been finalized.

Section 7. Contract

This RFP does not obligate CITC or the successful Proposer until a written contract is approved and signed by both parties. When the selection process is complete, the successful Proposer will be expected to agree to terms and conditions and enter into a contract with CITC memorializing the services to be performed.

The written contract will require the following indemnity language:

(a) General Liability Indemnity. To the fullest extent permitted by law, the Design-Builder shall indemnify, defend, and hold harmless the Owner, including the Owner's members, partners, investors, officers, managers, directors, employees, successors and assigns from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, for death, personal bodily injury, and property damage arising out of or resulting from performance of the Work, to the extent arising out of or in connection with the acts, negligence, omissions, or willful misconduct of the Design-Builder, Engineer, any Consultant, subcontractor of any tier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

(b) Professional Liability Indemnity. For any professional services connected with the Project, to the fullest extent permitted by applicable law, the Design-Builder agrees to indemnify and hold the Owner, including the Owner's members, partners, investors, officers, managers, directors, employees, successors and assigns harmless from and against any damages and costs, but only to the extent caused on a comparative basis of fault by the negligence, errors, or omissions of the Design-Builder in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

Section 8. Other

1. This RFP is a solicitation for proposals and is not itself a bid or an offer to contract. CITC may negotiate final terms, including price, scope, and schedule, with the selected Proposer(s) before execution of a contract.
2. The information presented in this document is preliminary; the proposed program, scope, and schedule are subject to refinement and change.
3. CITC is not liable for any costs incurred by Proposers prior to issuance and execution of a contract. All proposal preparation costs are the sole responsibility of the Proposer.
4. CITC reserves the right to waive any informalities and to select as deemed in its own best interest, including the right to reject any or all proposals and to proceed using a different process.
5. A submitted proposal may be withdrawn only by written notice to the CITC contact prior to the proposal due date and time. Proposals may not be modified or withdrawn after the deadline without CITC's written approval.
6. Collusive proposals are prohibited. Proposers may not prepare a proposal in collusion with any other Proposer, or with knowledge of the pricing, terms, or content of any competing proposal.
7. Subcontracting of the resulting contract, in whole or in part, is not permitted without CITC's prior written approval.
8. Any individual or entity with a conflict of interest with a CITC employee, board member, or their family member - unless a waiver is obtained - may not submit a proposal.
9. CITC may require, seek, and utilize all information it deems appropriate to assess Proposer qualifications. All information submitted in response to this RFP is considered confidential and will not be released to the public.

10. If it becomes necessary to revise any part of this RFP, addenda will be provided to all Proposers that receive the RFP package. CITC reserves the right to postpone the proposal due date at any time prior to the announced deadline.
11. The DESIGN-BUILDER will invoice monthly and keep an accurate record of all work performed. Each invoice must contain an hourly breakdown including Grant Name, Date of Work Conducted, and a Summary of Work. CITC will pay approved invoices within 30 days of receipt. CITC will not reimburse business- or travel-related expenses unless otherwise agreed in writing.
12. All work products, equipment, or materials created or purchased under the resulting contract belong to CITC. The DESIGN-BUILDER assigns to CITC all rights, title, and interest in works of authorship, materials, information, and discoveries created under the contract, and will execute documents as CITC reasonably requires to secure those rights.
13. CITC may terminate the resulting contract without cause upon fifteen (15) calendar days' written notice.
14. The awarded firm(s) will be required to provide, prior to contract execution: a Certificate of Insurance as defined by this RFP, and IRS Form W-9.
15. Expenses incurred in the preparation of proposals in response to this RFP are the Proposers' sole responsibility. CITC assumes no responsibility for payment of any expenses incurred by any Proposer as part of the RFP process.

Section 9. Insurance Coverage

Proposers must, at a minimum, the following insurance coverage in place with a company or companies lawfully authorized to do business in the State of Alaska, with an A.M. Best rating of A- VII or better, or as otherwise acceptable to CITC at its sole discretion:

9.1 Commercial General Liability

Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CG 00 01 04/13, written on an occurrence basis with policy limits of not less than:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate with Per Project General Aggregate Endorsement
- \$2,000,000 Products/Completed Operations Aggregate

The Commercial General Liability policy shall not contain an exclusion or restriction of coverage for any of the following:

- a) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim;
- b) No removal or limitation to the "Damage To Your Work" exclusion exception if the damaged work or the work out of which the damage arises was performed on your behalf by the DESIGN-BUILDER;
- c) No limitation by endorsement or otherwise of Contractual Liability coverage, including the definition of Insured Contract and the contractual liability exception to the employers liability exclusion;
- d) Claims for bodily injury other than to employees of the insured;
- e) Claims for indemnity arising out of injury to employees of the insured;
- f) Claims related to residential, multi-family, or other apartment habitational projects, if the Work is to be performed on such a project;
- g) Claims related to earth subsidence or movement;
- h) Claims related to explosion, collapse, and underground hazards;

- i) Claims arising out of the rendering of or failure to render any professional services by you or on your behalf, that are part of ordinary means, methods, techniques, sequences and procedures employed by you in connection with your operations as a construction contractor; and
- j) Claims related to bodily injury or property damage arising out of completed operations.

9.2 Workers' Compensation and Employer's Liability

Coverage shall be provided for industrial injury to their employees (or leased / borrowed employees as applicable) in strict accordance with the provisions of the State of Alaska. Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal basis as required in the applicable jurisdiction.

Minimum Limits of Liability, not less than:

Workers Compensation: Statutory

Employers Liability:

\$1,000,000 Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Total Limit

\$1,000,000 Bodily Injury by Disease – Each Employee

9.3 Business Auto Coverage

Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CA 00 01, written on an occurrence basis to apply to "any auto" or at a minimum "all owned, hired and non-owned autos" that are used in connection with the work, with policy limits of not less than: \$1,000,000 per accident, for bodily injury, death of any person and property damage.

The Business Auto policy shall not contain an exclusion or restriction of coverage for any of the following:

- a) Claims related to any statutorily required automobile coverage; and
- b) Claims related to discharges of pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto, if applicable to the work.

9.4 Commercial Umbrella or Excess Liability

Coverage shall be no less broad than that provided by the required Commercial General Liability, Business Auto and Employers Liability shown above, written on an occurrence basis, with policy limits not less than:

\$10,000,000 Each Occurrence

\$10,000,000 Personal & Advertising Injury

\$10,000,000 Aggregate (where applicable, following the terms of the underlying)

9.5 Professional Liability and/or Errors & Omissions

If the DESIGN-BUILDER or subcontractors are providing professional services, then all applicable parties shall provide and maintain Professional Liability Insurance coverage. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the scope of the Project. Both DESIGN-BUILDER and applicable subcontractors shall have proof of professional liability coverage in the amount of \$1,000,000 per claim with a maximum deductible of \$25,000 to be paid by DESIGN-BUILDER. Coverage shall include coverage for contractual liability but only to the extent arising out of the DESIGN-BUILDER or subcontractor's professional services, respectively. The DESIGN-BUILDER and applicable subcontractors shall maintain for the statute of repose.

Coverage under this section and Section 9.6 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$4,000,000 per claim and \$4,000,000 in the aggregate.

9.6 Pollution Liability

If the Work involves the transport, dissemination, use, or release of pollutants, the DESIGN-BUILDER shall procure Pollution Liability insurance.

Such insurance shall be in the amount of not less than \$2,000,000 per claim or occurrence and \$2,000,000 annual aggregate.

Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of engagement and shall continue on a practice basis for not less than 36 months after completion, or the period of time DESIGN-BUILDER may be held legally liable for its work, whichever is longer. The retro date of any such coverage shall be prior to the commencement of work.

Coverage under this section and Section 9.5 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$4,000,000 per claim and \$4,000,000 in the aggregate.

9.7 Network Security / Privacy Liability ("Cyber")

Minimum combined limit of \$1,000,000 each occurrence and \$1,000,000 general aggregate, covering privacy liability for breach of legally protected information and network security events, extending to CITC information the DESIGN-BUILDER agrees in writing to keep confidential. Coverage will include notification costs and credit monitoring, name CITC as a co-defendant for breaches of CITC PII in the contractor's care, waive subrogation in favor of CITC, and name CITC as additional insured on a primary and non-contributory basis.

Additional-insured status applies to all limits carried, not just the minimums required above. Coverage other than workers' compensation/employer's liability applies separately to each insured against whom a claim is made, except with respect to the insurer's limit of liability. Claims-made coverage must have a retroactive/continuity date preceding the start of work and must be maintained for the duration of the applicable statute of limitations/repose or six (6) years, whichever is greater.

9.8 Other Provisions

To the fullest extent of coverage allowed under applicable law, CITC shall be included as additional insured including ongoing and products/completed operations coverage on all required insurance with the exception of Workers Compensation and Professional Liability.

The general liability and umbrella / excess additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 04/13 with CG 20 37 04/13 and CG 20 01 04/13. The business auto additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CA 00 01 10/13.

Additional insured coverage shall be primary and non-contributory.

To the fullest extent allowable by law, all insurance maintained by DESIGN-BUILDER shall include a waiver of any rights of subrogation of the insurers themselves thereunder against CITC.

Should any of the described policies be cancelled before the expiration date thereof, DESIGN-BUILDER shall provide notice to CITC within 2 business days of receiving notice of cancellation from the insurer.

It is the DESIGN-BUILDER'S sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for any coverages for all tiers of subcontractors. For any coverage required

herein where the DESIGN-BUILDER shall name DESIGN-BUILDER and/or CITC as additional insured(s) the DESIGN-BUILDER shall require subcontractors to make as additional insured(s).

The required insurance including Additional Insured status shall be maintained for a minimum of the applicable statute of repose, statute of limitations or the amount of time the DESIGN-BUILDER is legally liable, whichever is longer.

The DESIGN-BUILDER shall provide certificates of insurance acceptable to CITC evidencing compliance with the requirements herein at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon CITC's written request. An additional certificate evidencing continuation of coverage, including coverage for completed operations, shall be submitted with the final application for payment. The policy forms or endorsements evidencing Additional Insured status, Primary/Non-Contributory Coverage and Waiver of Subrogation or Transfer of Rights of Recovery must be attached to the certificate of insurance.

9.9 Property and Builders Risk Insurance

1. Unless otherwise provided, the DESIGN-BUILDER shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Alaska, builders risk insurance on an "all risk" or equivalent policy form, for the full replacement cost of the project, including portions of the work stored offsite or while in transit. Such insurance shall be maintained, unless otherwise agreed in writing, until no entity other than CITC has an insurable interest in the project, or until final payment, whichever is later. Such policy shall include CITC, the DESIGN-BUILDER, and all subcontractors as named insureds.
2. The insurance required by this Section shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earth movement, flood, water damage, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. If CITC elects the DESIGN-BUILDER to exclude coverage for any peril(s), it is expressly understood that CITC is responsible for all losses, costs, expenses, and damages arising out of or relating to the excluded peril(s). If CITC elects the DESIGN-BUILDER to purchase insurance with sub-limits (coverage for any peril(s) that is not sufficient to cover the total value of the entire Project on a replacement cost basis), it is expressly understood that CITC is responsible for all losses, costs, expenses and damages in excess of the coverage purchased.
3. The insurance required by this Section shall provide coverage for loss or damage to formwork, falsework, scaffolding, and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, ordinance of law including demolition occasioned by enforcement of any applicable ordinance, law, or other legal requirements and increased cost of construction, and reasonable compensation for the Architect's and DESIGN-BUILDER'S services and expenses required as a result of such insured loss, including claim preparation expenses, and transit and off-site storage of building materials.
4. Unless the parties agree otherwise, upon Substantial Completion, the DESIGN-BUILDER shall continue the insurance required by this Section or, if necessary, CITC shall replace the insurance policy required under this Section with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work.
5. If the insurance required by this Section is subject to deductibles or self-insured retentions, DESIGN-BUILDER shall be responsible for all loss not covered because of such deductibles or retentions. CITC shall not be responsible for payment of deductibles or self-insured retentions.

6. CITC's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under this Section have consented in writing to the continuance of coverage. CITC and the DESIGN-BUILDER shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing. In the event CITC fails to obtain any necessary insurer consent to occupy prior to Substantial Completion, and such failure results in a loss or reduction of insurance coverage, CITC shall bear all risk of loss and waives all its rights of action against the DESIGN-BUILDER, subcontractor, and sub-subcontractors for such loss.
7. CITC, at CITC's option, may elect the DESIGN-BUILDER to purchase and maintain insurance that will protect CITC against loss of use of CITC'S property or other "soft costs", or the inability to conduct normal operations, due to fire or other causes of loss. Soft costs coverage shall include perils of loss of rents due to delay, increase in interest on construction loans, architect's, engineer's, or surveyor's expense, legal expense, accounting expense, advertising expenses, realtor expense, or other insurable "soft costs" CITC may determine necessary. CITC waives all rights of action against the DESIGN-BUILDER, subcontractors, sub-subcontractors of every tier and separate contractors for loss of use of the Property, or the inability to conduct normal operations, or delay in completion, due to fire or other hazards however caused. If CITC elects not to purchase the optional insurance, CITC shall bear the risk of loss and waives all rights of action against DESIGN-BUILDER, subcontractor, sub-subcontractor of every tier and separate contractors for such uninsured loss.
8. CITC and the DESIGN-BUILDER waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered or able to be covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. CITC or the DESIGN-BUILDER, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the separate contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
9. Adjustment and Settlement of Insured Loss
 - a. A loss insured under the property insurance required by the Agreement shall be made payable to the DESIGN-BUILDER, as the designated representative of all insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause or other clause(s) requiring an alternate method of disbursement.
 - b. Prior to settlement of an insured loss, the DESIGN-BUILDER shall notify CITC of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. CITC shall have fourteen (14) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If CITC does not object, the DESIGN-BUILDER shall settle the loss and CITC shall be bound by the settlement and allocation. Upon receipt, the DESIGN-BUILDER shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made, CITC and DESIGN-BUILDER shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If CITC timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the DESIGN-BUILDER may proceed to settle the insured loss, and any dispute between the parties arising out of the settlement or allocation of the proceeds shall be resolved

pursuant to the Agreement. Pending resolution of any dispute, CITC may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

10. CITC acknowledges the adequacy of the Builders Risk and waives all rights against the DESIGN-BUILDER and its subcontractors, sub-subcontractors, agents, and employees for damages caused by fire, or other causes of loss, to the extent such damages are not covered by the Builders Risk Coverage purchased and maintained by the DESIGN-BUILDER pursuant to this Section 9.9.

11. The DESIGN-BUILDER is solely responsible for loss or damage to its personal property including, without limitation; tools, equipment, scaffolding, vehicles, temporary structures or property. Any insurance provided by DESIGN-BUILDER shall include a waiver of subrogation from insurers in favor of CITC.

Section 10. Restrictions on Lobbying Activities

The Design-Build Firm and all of its subcontractors receiving \$100,000 or more shall complete the required certification (Attachment A) in accordance with 31 U.S.C. Part 98. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier until they reach CITC, who will forward the certification(s) to the awarding agency.

Attachment A - Lobbying Certification Form

(Rev. 9/26)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 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 awarding 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.
- 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 of Lobbying Activities," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 under Section 1352, Title 31, U.S. Code. 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 such failure.

Signature

Title

Company Name

Date

Attachment B - No-Bid / Decline to Respond Form

Firms that received this RFP but choose not to submit a proposal are requested to complete and return this form. This helps CITC track vendor engagement and refine its vendor list for future solicitations.

RFP Title	
Firm Name	

It is our intention not to submit a proposal for the following reason(s):

- ☐ We do not provide the requested services/goods
- ☐ We are unable to meet the minimum qualifications
- ☐ Due to other engagements, we are unable to support this proposal
- ☐ Due to a conflict of interest, we are unable to submit a proposal
- ☐ Other (please provide additional detail below)

Signature

Title

Company Name

Date

Attachment C - Proposer Certification & Signature Page

By signing below, the Proposer certifies that they have thoroughly examined and fully understand all provisions of this RFP and any addenda issued prior to the due date; that their proposal is submitted in good faith without collusion with any other Proposer; that they are not currently debarred, suspended, or otherwise excluded from covered transactions by any federal or state agency; and that, if awarded a contract, the Proposer agrees to execute the contract and deliver it to CITC within fifteen (15) calendar days of award, along with any required certificates of insurance.

Firm Name	
Authorized Signatory Name & Title	
Address	
Phone / E-mail	
Federal Taxpayer ID Number	

*Signature**Title*

*Company Name**Date*