COOK INLET TRIBAL COUNCIL

citci.org

3600 SAN JERONIMO DRIVE
ANCHORAGE, ALASKA 99508

DATE: November 4, 2026
TO: Prospective / Registered Bidders
RE: Addendum No. 1 to Design-Build Services for K'teya Cultural Center

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This document modifies the original Procurement Documents dated October 30, 2026. Acknowledge receipt of this Addendum on page 87 of 90 – *Attachment C – Debarment, Conflict of Interest, and Proposer Certification* of the Bid document. The original RFP Documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP.

Revision 1 – Cost-Savings Incentive

Section 5.7.12 Cost-Savings Incentive (page 50 of 90).

Original Text: "[…] subject to the maximum Design-Builder incentive payment of Two Hundred and Fifty Thousand Dollars ($300,000)."

Corrected Text: "[…] subject to the maximum Design-Builder incentive payment of Three Hundred Thousand Dollars ($300,000)."

Revision 2

Original Text: Attachment C: Proposer Certification & Signature Page

Corrected Text: Attachment C: Debarment, Conflict of Interest, and Proposer Certifications

END OF ADDENDUM

COOK INLET TRIBAL COUNCIL

People. Partnership. Potential.

REQUEST FOR PROPOSAL

Design-Build Services for K'teya Cultural Center

Issuing Department	Administration
Owner	CITC Procurement
Date Issued	October 30, 2026
Proposal Due Date & Time	December 18, 2026 by 5:00 p.m. AKST
CITC Contact Name / Title	Sandra Porter, Contracts and Procurement Specialist
Contact Phone	907-793-3605
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, Inc.

Cook Inlet Tribal Council ("CITC") is a tribal nonprofit organization serving Alaska Native and American Indian people residing in the Cook Inlet region of Southcentral Alaska. Recognized as a leading provider of culturally responsive social services, CITC is dedicated to helping individuals and families realize their potential, build on their strengths, and achieve success and self-sufficiency. CITC believes that by working together, individuals, families, and communities can develop the skills, confidence, and resources needed to thrive.

Established in 1983, CITC serves more than 12,000 people annually through a comprehensive network of integrated programs and services. These include education and youth services, employment and training resources, career development, family preservation, and support for individuals recovering from addiction, substance use disorders, or incarceration.

CITC delivers culture-forward, holistic services that meet people where they are and support them through every stage of life. From early childhood learning and youth education to essential adult services and expanding Elder care support, CITC creates opportunities for connection, growth, healing, and belonging. The K'teya Cultural Center reflects this commitment by providing a welcoming environment where cultural connection, intergenerational learning, and access to comprehensive services can strengthen individuals, families, and the broader community.

Native Hire and Procurement Preferences
Where applicable, CITC requires a Native-hire preference for projects and activities in accordance with its authority under Public Law 93-638. To the greatest extent feasible, CITC will give preference in awarding contracts and entering into similar agreements to Alaska Native and American Indian tribes, organizations, and economic enterprises. Proposers are encouraged to make affirmative efforts to engage small businesses, minority-owned firms, and women-owned business enterprises whenever possible.

Section 2. General Information

CITC invites proposals from qualified firms to provide Design-Build Services for the K'teya Cultural Center, an approximately 39,900-square-foot facility.

The CITC K'teya Cultural Center ("K'teya" or the "Project") will be a first-of-its-kind facility located on CITC-owned land in Anchorage, Alaska. Envisioned as a welcoming, wellness-focused hub, K'teya will bring cultural engagement, intergenerational learning, and community gathering under one roof. The facility will serve as an early childhood learning center, a gathering place, and an accessible entry point to CITC's comprehensive range of services for individuals and families throughout the region.

Firms responding to this RFP shall demonstrate their understanding of the Project's vision, goals, and requirements; describe their relevant experience and qualifications; and present a proposed approach for delivering the Project that addresses the criteria outlined in this RFP.

K'teya will be developed on CITC-owned land in East Anchorage, off Northway Drive, across from CITC's main campus at 3600 San Jeronimo Drive. The site offers convenient access by foot, bicycle, public transportation, and vehicles. Located adjacent to CITC's Clare Swan Early Learning Center, K'teya will share a parking lot and support a coordinated, centralized approach to deliver holistic services to children, individuals, and families.

2.1 Project Scope and Design-Build Services

CITC has completed a preliminary concept design for the K'teya Cultural Center, which is included in this RFP for reference. ECI and DOWL have provided preliminary planning and conceptual services for the K'teya Cultural Center. No completed architectural or engineering design has been established for construction. The selected Design-Builder shall be responsible for retaining qualified design professionals and completing the Project's architectural and engineering design in accordance with CITC's requirements. It does not represent an approved Project budget or establish construction costs for the Project. The selected Design-Builder will be responsible for developing construction cost estimates during the pre-construction services phase and submitting a Guaranteed Maximum Price ("GMP") proposal based on the approved scope of work.

CITC seeks proposals from qualified Design-Build firms ("Design-Builder") to provide comprehensive design, pre-construction, construction, and post-construction services necessary to successfully deliver the K'teya Cultural Center. The selected Design-Builder will work collaboratively with CITC representatives throughout the Project to advance the approved concept design, establish the Project's scope and cost, and deliver a high-quality facility aligned with CITC's vision and goals.

At a minimum, the scope of services shall include the following:

- **Site Investigation:** Conduct site investigations, including geotechnical analysis and land surveying, to inform design development and construction planning.
- **Schematic Design:** Develop schematic design documents that advance the preliminary concept design and reflect CITC's Project goals and requirements.
- **Design Development:** Prepare design development documents that further define the facility's architectural, structural, mechanical, electrical, plumbing, and other applicable systems.
- **Construction Documents:** Complete the design and prepare comprehensive construction documents sufficient for permitting, pricing, and construction.
- **Permitting:** Coordinate and obtain required permits and approvals from applicable authorities.
- **Cost Estimating and Value Engineering:** Provide ongoing construction cost estimating and value engineering throughout the design and pre-construction phases to align the Project scope, quality, schedule, and budget. Develop and submit a GMP proposal for the approved scope of work.
- **Construction:** Provide all necessary management, labor, materials, equipment, and services to complete construction in accordance with the approved plans, specifications, schedule, and GMP.
- **Project Meetings and Walkthroughs:** Conduct pre-construction meetings, weekly construction meetings, a substantial completion walkthrough, and a final completion walkthrough.
- **Quality Control and Testing:** Perform and coordinate quality control inspections and testing in accordance with the Project specifications and applicable requirements.
- **Commissioning:** Coordinate all commissioning services necessary to verify that building systems and equipment are properly installed, tested, adjusted, and operating in accordance with the Contract Documents, applicable codes, and Owner's Project Requirements.
- **Post-Construction Warranty Services:** Provide warranty services for one (1) year following final completion, approval, and turnover of the Project to CITC.
- **Coordination and Collaboration:** Work closely with CITC representatives and designated stakeholders throughout all phases of the Project to support informed decision-making, maintain clear communication, resolve issues, and achieve successful Project completion.

The selected Design-Builder shall provide an integrated, collaborative approach to design and construction, emphasizing cost transparency, constructability, quality, schedule management, and alignment with CITC's vision for the K'teya Cultural Center.

2.2 Duration of Project

Anticipated Start Date	February 15, 2027
Anticipated End Date	June 30, 2028
Renewal / Extension Options	Not Applicable

2.3 Budget

The total Owner Project budget for the K'teya Cultural Center is $36,500,000. This overall budget includes the Design-Builder's costs, furniture, fixtures, and equipment (FF&E), Owner's Project Manager (OPM) services, other Owner-incurred costs, and applicable Owner-held contingencies. It is not the Design-Builder's construction budget or GMP. The selected Design-Builder shall develop and refine construction cost estimates throughout the design and pre-construction phases to ensure the Project scope, quality, and proposed design remain aligned with the established budget. The selected Design-Builder shall submit a Guaranteed Maximum Price (GMP) proposal based on the approved scope of work for CITC's review and acceptance.

2.4 Schedule of Events

CITC reserves the right to modify the RFP schedule at its discretion. Any revisions will be posted on the CITC Announcements webpage (https://citci.org/category/our-announcements/) or communicated in writing to all known prospective Proposers.

Activity	Date / Time
RFP issued / posted	October 30, 2026
Optional Site Visit	Contact the Point of Contact to schedule.
Deadline for submission of written questions	November 20, 2026 by 5:00 p.m. AKST
Anticipated responses to questions posted on CITC's website and issued to all known Proposers	November 30, 2026 by 5:00 p.m. AKST
Proposal due date and time	December 18, 2026 by 5:00 p.m. AKST
Anticipated evaluation/interview period	January 08, 2027 by 5:00 p.m. AKST
Anticipated notification of award	January 22, 2027 by 5:00 p.m. AKST

Activity	Date / Time
Anticipated contract start date	February 15, 2027

2.5 Submission Deadline & Method

Proposals must be submitted electronically to the contact identified on the cover page no later than the deadline specified in the Schedule of Events. Please include name of the RFP in the subject line of your e-mail. Hard-copy submissions will not be accepted unless otherwise expressly stated in this RFP. Proposals received after the stated deadline will be deemed late and rejected.

2.6 Other Licenses and Registration Requirements

All Proposers must possess and maintain a valid Alaska Business License, an applicable General Contractor's License, and all professional licenses, certifications, and registrations required by applicable federal, State of Alaska, and municipal laws and regulations to perform the services described in this RFP. Proposers shall include copies of all applicable licenses and registrations with their proposals as evidence of compliance.

2.7 Minimum Solicitation Requirements and Proposer Participation

In accordance with CITC's established procurement policies and procedures, this Request for Proposals (RFP) shall be publicly advertised on the CITC website for a minimum of thirty (30) calendar days.

The RFP shall clearly identify all proposal evaluation factors, criteria, and their relative importance to ensure transparency, fair competition, and equitable consideration of all proposers.

CITC shall maintain documentation of its solicitation efforts, including the prospective proposers contacted, applicable public advertisements, solicitation dates, and responses received.

CITC reserves the right to extend the proposal's submission deadline, conduct additional outreach, or reissue the solicitation when necessary to promote adequate competition and protect the interests of the Project.

2.8 Conflict of Interest and Restrictions

If a Proposer has an actual, potential, or perceived conflict of interest involving a CITC employee, Board member, or any of their family members that could affect the objectivity, evaluation, or performance of the Project, the Proposer shall disclose the nature and details of the conflict to CITC in writing within seven (7) calendar days of the issuance of this RFP. CITC will review each disclosure and determine whether the conflict is significant or material to the procurement process. If CITC determines that a conflict warrants disqualification, CITC will notify the Proposer in writing of its removal from the RFP process.

Proposers shall complete and sign *Attachment D Conflict of Interest Disclosure and Certification.*

2.9 Cancellation of the RFP

CITC reserves the right, at its sole discretion, to cancel, withdraw, or otherwise terminate this RFP process at any time if doing so is determined to be in the best interests of CITC. CITC further reserves the right to reject any or all proposals, waive informalities or irregularities, and discontinue the procurement process without selecting a Design-Builder. Proposers shall be solely responsible for all costs and expenses incurred in preparing and submitting their proposals, participating in interviews or presentations, and engaging in any other activities related to this RFP. CITC shall have no obligation to reimburse or otherwise compensate any Proposer for such costs or expenses, regardless of the outcome of the procurement process.

Section 3. Questions

CITC shall not be bound by any oral interpretations, explanations, or clarifications of this RFP. All questions, requests for clarification, and inquiries regarding this RFP must be submitted in writing to the contact identified on the cover page no later than the date and time specified in Section 2.4, Schedule of Events.

CITC will address substantive questions and clarifications through written addenda, which will be posted on the CITC Announcements webpage (https://citci.org/category/our-announcements/) and/or distributed in writing to all known prospective Proposers. Proposers are responsible for reviewing all issued addenda and incorporating any applicable requirements into their proposals.

To ensure a fair and consistent procurement process, all communications regarding this RFP must be directed exclusively to the designated contact identified on the cover page. Proposers shall not contact any other CITC employee, Board member, or representative regarding this solicitation unless expressly authorized by CITC. Failure to comply with these communication requirements may result in disqualification from the RFP process.

Section 4. Scope of Work

4.1 Project Overview and General Requirements

Cook Inlet Tribal Council (“CITC”) seeks a qualified Design-Builder (“Design-Builder”) to provide comprehensive design, pre-construction, permitting, construction, and closeout services for the K’teya Cultural Center (“K’teya” or the “Project”), an approximately 39,900-square-foot facility to be developed on CITC-owned property in East Anchorage, Alaska.

The Design-Builder shall provide all professional services, architectural, engineering, permitting, construction, testing, labor, materials, equipment, coordination, management, close out services, and other resources necessary to deliver a complete, code-compliant, fully operational facility in accordance with the approved Project program, design, budget, schedule, and quality requirements.

The Project will be delivered through an integrated Design-Build approach consisting of two primary phases: (1) Pre-Construction Services and (2) Construction Services. The Design-Builder shall work collaboratively with CITC, its designated representatives, the architect and engineers, and other project consultants and stakeholders throughout both phases.

The Design-Builder’s responsibilities shall include, but are not limited to, the following:

- Site investigation, including geotechnical investigations, land surveying, and verification of existing site conditions.
- Architectural and engineering design, including the development and completion of design and construction documents.
- Design coordination, constructability reviews, cost estimating, value engineering, and life-cycle cost analysis.
- Permitting and coordination with applicable governmental agencies, utilities, and authorities having jurisdiction.
- Pre-construction planning, scheduling, logistics, procurement planning, subcontractor solicitation, and bid package administration.
- Development and submission of a detailed Guaranteed Maximum Price ("GMP") Proposal.
- Construction management, general contracting, field supervision, quality control, safety management, and design and construction administration.
- Furnishings, fixtures, and equipment ("FF&E") coordination, budgeting, procurement, installation, and integration, as defined and approved by CITC.
- Testing, inspections, commissioning, project closeout, training, warranty services, and delivery of a complete and operational facility.

The detailed scope, deliverables, compensation, schedule, and terms governing the Design-Builder's services shall be established in the agreement executed between CITC and the selected Design-Builder.

The Design-Builder shall coordinate its work with CITC and the design team to ensure that the Project reflects CITC's vision, operational requirements, cultural values, and commitment to providing a welcoming, wellness-focused environment for children, families, Elders, and the broader community.

4.2 Pre-Construction Services Requirements

Pre-Construction Services shall include, at a minimum, the following:

4.2.1 General Requirements

The Design-Builder shall provide Pre-Construction Services for a fixed fee, as proposed in response to this RFP and incorporated into the final Agreement. During this phase, the Design-Builder shall participate as an integral member of the Project team and work collaboratively with CITC, the architect, engineers, and other designated consultants to advance the design, confirm the Project requirements, develop reliable construction cost estimates, and prepare for construction.

The Design-Builder shall assist CITC in evaluating the design, scope, budget, schedule, procurement strategy, and construction approach before CITC commits to the Construction Services phase.

The Design-Builder shall prepare and submit a final GMP Proposal based on the approved Project scope and sufficiently developed design and construction documents. The GMP is anticipated to be developed at approximately 100% completion of the design documents, unless CITC approves an alternative approach in writing.

CITC retains sole discretion to accept or reject the GMP Proposal and to authorize the Construction Services phase. Submission or review of the GMP Proposal does not obligate CITC to proceed with construction or accept the proposed price. The Design-Builder shall not commence Construction Services or incur construction costs on CITC's behalf without written authorization.

4.2.2 Design Professional Selection and Architectural and Engineering Services

The selected Design-Builder shall be responsible for selecting, retaining, and managing qualified architectural and engineering firms to provide all professional design services necessary for the successful development and construction of the K'teya Cultural Center Project.

Preliminary planning services and conceptual drawings have been provided by ECI (architectural) and DOWL (civil engineering). These materials are intended to communicate the Owner's preliminary vision and Project requirements and shall not be considered completed design documents or construction-ready plans.

The Design-Builder shall be responsible for the following:

1) **Architectural and Engineering Firm Selection:** Select and contract with qualified architectural and engineering firms, including all necessary engineering disciplines and specialty design consultants. Proposed firms shall possess the appropriate professional licenses and registrations required by the State of Alaska.
2) **Design Development:** Develop the Project design from the preliminary conceptual materials through completed architectural and engineering construction documents, ensuring consistency with CITC's approved Project scope, functional requirements, budget, and schedule.
3) **Design Coordination:** Manage and coordinate all architectural and engineering disciplines, including civil, structural, mechanical, electrical, plumbing, fire protection, and other specialty design services necessary for the Project.
4) **Owner Review and Approval:** Submit design documents to CITC for review at established design milestones. Material changes to the approved Project scope, building configuration, functional requirements, or budget shall require CITC's prior written approval.
5) **Regulatory Compliance and Permitting:** Ensure that all design documents comply with applicable federal, state, and local building codes, regulations, accessibility requirements, and permitting standards. Coordinate preparation and submission of documents required for regulatory review and permit approval.
6) **Professional Responsibility:** Ensure that the designated Architect of Record and Engineer(s) of Record assume professional responsibility for their respective design services in accordance with applicable laws and licensing requirements.
7) **Construction-Phase Design Services:** Provide ongoing architectural and engineering support throughout construction, including responses to requests for information (RFIs), review of submittals, preparation of design clarifications and revisions, and coordination of design-related construction issues.
8) **Design Fees and GMP:** Include all architectural, engineering, and specialty design consultant fees associated with the contracted scope within the Project Budget and Guaranteed Maximum Price (GMP), unless otherwise expressly approved by CITC in writing.
9) **Design Deliverables:** Provide complete, coordinated, and appropriately sealed construction documents, applicable specifications, approved design revisions, record documents, and other design-related deliverables required by the Contract.
10) The Design-Builder shall remain contractually responsible for the coordination and performance of its retained architectural and engineering professionals throughout the Project.

CITC reserves the right to review and approve the proposed Architect of Record and principal engineering firms prior to their engagement. Such approval shall not relieve the Design-Builder or its design professionals of their respective contractual or professional responsibilities.

4.2.3 Project Program, Design Coordination, and Meetings

1) Schedule, attend, and facilitate design and planning meetings with CITC, the architect, engineers, and other designated project participants as necessary to advance the Project.
2) Work with CITC and the design team to confirm the Project program, functional requirements, design objectives, space needs, operational considerations, and performance expectations.
3) Review the preliminary concept design and assist CITC in advancing the design through schematic design, design development, and construction documents.
4) Identify design decisions, information requirements, and approvals needed from CITC. Establish decision deadlines to support the design schedule, cost control, and timely procurement.
5) Maintain a decision log, action-item list, and design coordination record and distribute meeting minutes and follow-up items to the appropriate Project team members.
6) Coordinate with CITC's program staff to identify cultural elements, operational needs, furnishings, equipment, and other requirements that must be incorporated into the design.

4.2.4 Site Investigation and Existing Conditions

1) Coordinate and perform the site investigations necessary to support design development and construction planning, including geotechnical investigations, land surveying, and verification of existing conditions.
2) Review available information concerning utilities, site access, grading, drainage, soils, environmental conditions, easements, right-of-way, and other site constraints that may affect the Project.
3) Coordinate with the civil engineer and other design professionals to verify assumptions regarding earthwork, excavation, fill, soil import and export, utility connections, and site improvements.
4) Identify potential site-related risks, unknown conditions, permitting requirements, and off-site improvements that may affect Project cost, schedule, or constructability. Recommend additional investigations where warranted.
5) Incorporate the findings of the site investigations into design coordination, construction cost estimates, logistics planning, and the GMP Proposal.

4.2.5 Construction Budget and Cost Estimating

1) Establish, in coordination with CITC and the design team, a comprehensive Project cost model aligned with CITC's approved overall Project budget. The current total Project budget is $36,500,000, inclusive of Design-Build construction costs, furniture, fixtures, and equipment (FF&E), and Owner-incurred project costs, including Owner's Project Manager (OPM) services. The cost model shall clearly distinguish Design-Build contract costs from Owner-incurred project costs and identify applicable allowances, contingencies, and other budget allocations to ensure comprehensive financial oversight and prevent duplication of costs.
2) Identify and estimate all costs necessary to complete the approved Project scope, including, as applicable, building construction, site development, utilities, infrastructure improvements, off-site improvements, right-of-way work, permitting, testing, commissioning, FF&E, general conditions, insurance, bonds, subcontractor costs, and other construction-related expenses.

3) Provide detailed construction cost estimates at the following minimum design milestones:
    a. Approximately 35% design completion.
    b. Approximately 65% design completion.
    c. Final GMP Proposal, anticipated at approximately 100% completion of the design documents.
4) CITC may require additional estimates or cost updates as needed to support Project decisions.
5) Base estimates on detailed quantity takeoffs, current market pricing, anticipated labor and material costs, subcontractor and supplier input, and the level of design information available at each milestone.
6) Provide a detailed cost breakdown by trade, work package, or other formats approved by CITC. Identify assumptions, allowances, contingencies, escalation, exclusions, and other cost variables separately.
7) With each updated estimate, provide a reconciliation report comparing the current estimate with the previous estimate and the approved Project budget. Explain changes in quantities, scope, pricing, design assumptions, market conditions, and other cost drivers.
8) Provide an updated construction cash-flow forecast and anticipated billing schedule with each major cost estimate.
9) Promptly notify CITC and the design team of any anticipated budget overruns or cost risks. Recommend corrective actions and develop cost-reduction alternatives as necessary to maintain alignment with the approved budget.
10) Provide interim pricing evaluations of building systems, assemblies, materials, equipment, and design alternatives as requested by CITC or the design team.
11) Identify all costs that may fall outside the proposed GMP or require separate authorization by CITC. Clearly distinguish construction costs from other Project costs and identify any exclusions from the Design-Builder's scope.
12) All estimates shall reflect the scope and design information available at the time of preparation. The Design-Builder shall clearly identify the basis of each estimate and shall not rely on the preliminary concept design or the internal construction feasibility information provided by CITC as a substitute for its own cost analysis.

4.2.6 Value Engineering and Life-Cycle Cost Analysis

1) Conduct value engineering reviews throughout design development to identify opportunities to improve cost efficiency, constructability, functionality, durability, maintainability, and long-term operational performance without compromising CITC's Project objectives.
2) Evaluate alternative materials, building systems, construction methods, assemblies, and design details, considering initial costs, maintenance requirements, energy performance, replacement cycles, and anticipated service life.
3) Facilitate formal value engineering sessions with CITC and the design team at appropriate design milestones.
4) Submit written recommendations identifying the proposed alternative, estimated cost impact, schedule implications, performance considerations, and potential risks.
5) Obtain CITC's approval before incorporating any value engineering recommendation that changes the approved Project program, design intent, quality standards, or scope.

4.2.7 Constructability and Design Reviews

1) Review drawings and specifications as they are developed to identify inconsistencies, omissions, coordination issues, construction conflicts, and potential impacts on cost and schedule.
2) Review proposed layouts, dimensions, clearances, structural systems, building systems, site conditions, and construction details for constructability and consistency with applicable codes and established trade practices.
3) Identify potential conflicts among architectural, structural, civil, mechanical, electrical, plumbing, fire protection, and other applicable design disciplines.
4) Recommend practical alternatives to address constructability concerns, improve installation sequencing, reduce rework, and support efficient construction.
5) Review proposed construction methods, material availability, access requirements, and coordination between trades.
6) Document constructability review comments and track their resolution with the design team. The Design-Builder's review shall not relieve the architect or engineers of their respective professional responsibilities.

4.2.8 Project Scheduling and Logistics

1) Develop, maintain, and regularly update a comprehensive Project schedule covering design, approvals, permitting, procurement, construction, inspections, commissioning, and closeout.
2) Identify critical-path activities, decision deadlines, long-lead materials and equipment, procurement milestones, and other factors that may affect the completion date.
3) Recommend procurement strategies and early-release packages where appropriate, subject to CITC's written approval.
4) Prepare a preliminary construction logistics and phasing plan addressing site access, staging, deliveries, equipment access, temporary facilities, utilities, security, pedestrian circulation, and public safety.
5) Identify potential schedule risks and recommend mitigation measures.
6) Review schedule progress with CITC and the design team at regular intervals and promptly report deviations, anticipated delays, and proposed corrective actions.

4.2.9 Subcontractor Procurement and Bid Package Administration

1) Develop a procurement and bid packaging strategy appropriate to the Project delivery method, schedule, scope, and market conditions.

2) Identify and prequalify prospective subcontractors and suppliers based on relevant experience, qualifications, capacity, safety performance, licensing, and ability to meet the Project requirements.

3) Prepare a proposed bidders list for CITC's review and approval before soliciting competitive bids.

4) Prepare and administer bid packages, solicit bids, respond to bidder questions, issue clarifications, and coordinate bid reviews.

5) Obtain a minimum of three (3) competitive bids for each subcontract or trade package unless CITC approves an exception in writing. If three bids cannot reasonably be obtained, document

the solicitation efforts and explain the circumstances to CITC before proceeding with an award recommendation.

6) Evaluate bids for completeness, scope of conformity, qualifications, exclusions, schedule, and overall value. Recommend awards based on the lowest responsible and conforming bid, consistent with CITC's procurement requirements and any approved exceptions.

7) Submit bid tabulations and award recommendations to CITC for review. No subcontract award that requires CITC's approval shall be finalized without that approval.

8) Identify proposed self-performed work separately, including the scope, pricing, and basis for determining cost reasonableness.

9) Maintain complete records of bids, bid evaluations, procurement decisions, and approved exceptions.

4.2.10 Permitting and Regulatory Coordination

1) Identify applicable federal, State of Alaska, municipal, building, fire, utility, environmental, and other regulatory requirements affecting the Project.

2) Coordinate the preparation, submission, review, and tracking of permit applications and supporting documents with the design team and applicable authorities having jurisdiction.

3) Coordinate with the Municipality of Anchorage, utility providers, and other agencies as necessary to obtain the permits, approvals, and inspections required for the Project.

4) Identify permitting fees, utility connection charges, right-of-way requirements, and other regulatory costs and include applicable costs in the construction cost estimates and GMP Proposal.

5) Coordinate permit-related design revisions and promptly notify CITC of conditions or requirements that may affect cost, schedule, or scope.

6) Maintain a permit and approval log and provide regular status updates to CITC.

The Design-Builder shall be responsible for coordinating and obtaining the permits and approvals assigned to its scope under the final agreement, including associated costs included in the approved GMP. Professional design documents shall be prepared and sealed by appropriately licensed professionals as required by applicable law.

4.2.11 Cultural Integration and FF&E Planning

1) Work collaboratively with CITC and its designated cultural and program representatives to incorporate approved cultural elements into the Project's architecture, interiors, landscape, signage, and other relevant design features.

2) Coordinate cultural design considerations with functionality, accessibility, safety, durability, maintenance, and budget requirements.

3) Work with CITC program staff to identify FF&E requirements, including furniture, equipment, storage, technology, and other items needed to support the facility's intended uses.

4) Develop and refine the FF&E scope, quantities, specifications, budget, procurement strategy, delivery requirements, and installation responsibilities throughout schematic design and subsequent design phases.

5) Develop an FF&E responsibility matrix distinguishing Design-Builder-procured items from Owner-procured items. Include a GMP allowance only for FF&E expressly assigned to the Design-Builder and approved by CITC; separately identify Owner-procured and excluded items.

6) Identify opportunities for direct purchase by CITC where beneficial, including potential tax, procurement, schedule, or cost advantages. Provide supporting pricing and recommendations.

7) Obtain CITC's written approval of FF&E selections, allowances, and procurement responsibilities before commitments are made on CITC's behalf.

4.2.12 Guaranteed Maximum Price (GMP) Development, Submission, and Approval

1) GMP Development and Contract Structure

The Owner intends to award a Design-Build Agreement for providing design and pre-construction services, with the Guaranteed Maximum Price (GMP) for construction to be developed and negotiated following Contract award.

The Design-Builder shall perform the authorized design and pre-construction services necessary to develop a coordinated, constructible, and financially supportable GMP proposal consistent with the Owner's approved project requirements, established construction budget, and applicable Contract requirements.

Throughout design development, the Design-Builder shall provide progressive cost estimates, schedule updates, constructability reviews, value engineering recommendations, and identification of potential budget, schedule, design, permitting, or procurement impacts.

The GMP shall be developed through an open-book pricing process and shall be submitted at the design milestone established in the Contract. The GMP shall not become effective until approved by the Owner and incorporated into the Contract through a written GMP Amendment executed by authorized representatives of both parties.

2) GMP Proposal Requirements

The Design-Builder shall prepare and submit a comprehensive GMP Proposal for the Owner's review and potential acceptance before authorization of the Construction Services phase.

The GMP Proposal shall include, at a minimum:

i. Scope of Work and GMP Basis:
A detailed description of the proposed scope of work, the basis of the GMP, and identification of all design and construction obligations included in the proposed price.

ii. Detailed Cost Breakdown:
An itemized cost breakdown by construction trade, work package, and other categories required by the Owner, including allowable construction Cost of the Work.

Previously compensated design and pre-construction fees shall not be included a second time.

iii. Owner-Incurred Project Costs and Budget Reconciliation:
The Design-Builder shall coordinate with the Owner and the Owner's Project Manager (OPM) to develop and maintain a comprehensive Project cost model that distinguishes costs included in the proposed Guaranteed Maximum Price (GMP) from costs incurred directly by the Owner.

Owner-incurred costs shall be included in the overall Project budget reconciliation but shall not be incorporated into the Design-Builder's GMP unless expressly assigned to the Design-Builder under the Contract.

The Design-Builder shall coordinate with the Owner and OPM to identify budget allocations, avoid duplication of costs, and verify that the proposed GMP, together with Owner-incurred project costs and applicable Owner-held contingencies, remains within the Owner's approved overall Project budget.

The Owner shall retain responsibility for providing and approving the amounts budgeted for Owner-incurred costs. The Design-Builder shall not be responsible for the accuracy or management of Owner-incurred costs outside its contractual scope, except for expressly assigned coordination responsibilities.

iv. Subcontractor and Supplier Pricing:
Supporting subcontractor and supplier bids, bid tabulations, quotations, and other cost information sufficient to substantiate the proposed GMP, including identification of any proposed self-performed work.

v. Design and Construction Documents:
Identification of the drawings, specifications, design documents, assumptions, clarifications, and other information relied upon in developing the GMP, including applicable document dates and revision numbers.

vi. Allowances:
An itemized schedule of proposed allowances identifying the scope, estimated quantities, unit costs or values, basis of estimate, and procedures for adjustment and reconciliation.

vii. Contingencies:
Identification of all proposed contingencies, including their purpose, amount, Ownership, permitted uses, authorization requirements, reporting procedures, and treatment of unused balances.

viii. General Requirements and Other Cost Components
Separate identification of General Requirements, general conditions, applicable insurance other than Builder’s Risk premiums, performance and payment bonds, applicable fees, overhead, profit, escalation, taxes, and other cost components

included in the proposed GMP. Builder's Risk premiums shall be paid by the Design-Builder at its own expense and excluded from the GMP under Section 9.9.

Costs shall be clearly categorized to prevent duplication or overlapping compensation.

ix. Design-Builder Overhead and Profit
Identification of the negotiated fixed dollar fee for overhead and profit.

The Design-Builder's overhead and profit compensation shall remain subject to the fifteen percent (15%) limitation established elsewhere in this RFP, including the prohibition on applying overhead and profit to General Requirements where specified.

The fixed fee shall not automatically increase based on actual costs incurred. Any adjustment shall require a written Contract amendment authorized by the Owner.

x. Exclusions, Qualifications, and Scope Gaps:
A complete and clearly identified list of proposed exclusions, qualifications, exceptions, and known scope gaps, including any work or costs that may be necessary to complete the Project but are not included in the proposed GMP.

No exclusions, qualifications, allowances, or contingencies shall be implied or left undefined.

xi. Construction Schedule:
A detailed construction schedule identifying major milestones, procurement activities, critical-path activities, long-lead materials and equipment, and anticipated substantial and final completion dates.

xii. Subcontractor Procurement Plan:
A proposed subcontractor procurement and award plan identifying competitive procurement procedures, bid evaluation methods, anticipated bid packages, and any proposed self-performed work.

xiii. Cash-Flow Forecast and Payment Schedule:
An updated construction cash-flow forecast anticipated monthly expenditures, and proposed progress payment schedule consistent with the Contract's payment provisions.

xiv. Project Risks:
A summary of unresolved design, permitting, site conditions, utility, procurement, escalation, or other risks that may affect the proposed GMP or construction schedule, together with recommended mitigation measures.

xv. Cost Management and Change Control:
A proposed process for administering changes, allowances, contingencies, cost reporting, and cost savings during construction, consistent with the Contract requirements.

xvi. Furniture, Fixtures, and Equipment (FF&E):
Confirmation of the proposed FF&E scope, applicable allowances, procurement approach, delivery, installation, coordination, and warranty responsibilities, including identification of Owner-furnished or separately procured items.

xvii. Additional Supporting Documentation:
Any additional cost, scope, schedule, design, or procurement documentation reasonably requested by the Owner to evaluate the GMP Proposal.

3) GMP Completeness and Cost Transparency

The Design-Builder shall identify all costs necessary to complete the approved Project scope in accordance with the applicable Contract documents.

All proposed exclusions, qualifications, allowances, contingencies, and exceptions shall be expressly identified and supported by sufficient documentation for the Owner's evaluation.

The GMP Proposal shall include a Project budget reconciliation demonstrating that the proposed GMP, together with identified Owner-incurred project costs and Owner-held contingencies, does not exceed the Owner's approved overall Project budget, unless otherwise expressly authorized in writing by the Owner.

No proposed exclusion, allowance, contingency, or qualification shall be considered accepted solely because it is included in the GMP Proposal.

All such items shall remain subject to the Owner's review and written approval.

The Design-Builder shall provide complete and accurate supporting cost information and shall cooperate with the Owner and its authorized representatives in evaluating the proposed GMP.

4) Owner Review, Negotiation, and Approval

The Owner, with assistance from the Owner's Project Manager (OPM), shall review the proposed GMP and may request clarifications, supporting documentation, independent cost evaluations, revisions, or additional analysis before considering approval.

The Design-Builder shall promptly address the Owner's questions and revise the GMP Proposal as reasonably necessary during negotiations.

The Owner reserves the right to:

1) Accept or reject the proposed GMP.
2) Request revisions or additional supporting documentation.
3) Negotiate proposed scope, pricing, contingencies, allowances, assumptions, or exclusions.
4) Require additional cost analysis or independent estimating.
5) Decline to proceed with the Construction Services phase if an acceptable GMP cannot be established.

The Owner shall have no obligation to accept a proposed GMP that exceeds the approved construction budget or otherwise fails to satisfy the Owner's requirements.

If the parties cannot reach agreement on an acceptable GMP, the Owner may decline to proceed with the Construction Services phase and exercise its termination or other rights established in the Contract, subject to payment for properly authorized services performed and other applicable contractual obligations.

5) GMP Amendment and Construction Authorization

The GMP shall become effective only upon execution of a written GMP Amendment by authorized representatives of the Owner and Design-Builder.

The GMP Amendment shall identify the approved GMP amount, applicable scope of work, supporting Contract documents, accepted assumptions and exclusions, allowances, contingencies, fixed fee, construction schedule, and other agreed terms.

The GMP Amendment shall include, as a supporting exhibit, an updated overall Project budget reconciliation identifying the approved GMP, Owner-incurred project costs, Owner-held contingencies, and remaining available Project funds. Such exhibit shall be for budget coordination and oversight purposes and shall not incorporate Owner-incurred costs into the Design-Builder's contractual GMP obligations unless expressly stated in the Contract.

No construction-phase Notice to Proceed shall be issued until:

1) The GMP Amendment has been fully executed.
2) Required insurance certificates and endorsements have been provided and accepted.
3) Required performance and payment bonds have been furnished and accepted.
4) All other applicable contractual prerequisites have been satisfied.

Except for adjustments expressly authorized under the Contract, the Design-Builder shall be responsible for costs exceeding the approved GMP.

6) Cost-Savings Incentive

Any cost-savings incentive shall be governed by the separate Cost-Savings Incentive provisions of this RFP and the resulting Contract.

Verified eligible savings shall be allocated seventy percent (70%) to the Owner and thirty percent (30%) to the Design-Builder, subject to the maximum Design-Builder incentive payment of Three Hundred Thousand Dollars ($300,000).

The cost-savings incentive shall be administered separately from the Design-Builder's fixed overhead and profit fee, subject to applicable procurement and funding requirements.

The final determination and payment of any cost-savings incentive shall be subject to verification, reconciliation, and written approval by the Owner in accordance with the Contract.

4.2.13 Long-Lead Items and Direct Purchases

1) Identify materials, equipment, building systems, and other items with extended procurement or delivery periods.
2) Submit recommendations for early procurement or direct purchase by CITC when such actions may reduce cost, mitigate schedule risk, or improve availability.
3) Provide supporting quotations, delivery schedules, storage requirements, warranty information, and other relevant procurement details.
4) Coordinate approved direct purchases with the design team, subcontractors, construction schedule, and site logistics plan.
5) No purchase commitment shall be made on CITC's behalf without prior written authorization.

4.3 Construction Services Requirements

4.3.1 General Requirements

Upon CITC's written acceptance of the GMP Proposal and execution of the applicable Construction Services agreement or authorization, the Design-Builder shall provide all construction management, general contracting, design coordination, construction administration, supervision, labor, materials, equipment, and related services necessary to complete the Project.

Construction Services shall be performed in accordance with the approved construction documents, specifications, GMP, Project schedule, applicable laws and codes, and other requirements established in the Agreement.

The Design-Builder's Construction Services shall include, at a minimum:

1) Overall construction management and coordination of all trades, subcontractors, suppliers, and other project participants.
2) Field supervision and management of daily construction operations.
3) Coordination of construction activities with the architect, engineers, CITC representatives, inspectors, utility providers, and authorities having jurisdiction.
4) Management of construction sequencing, site logistics, deliveries, staging, temporary facilities, and access.
5) Administration of subcontract agreements, purchase orders, material procurement, and construction-related contracts.
6) Implementation of quality control, safety management, schedule monitoring, cost controls, and reporting procedures.
7) Coordination of design clarifications, requests for information ("RFIs"), architect's supplemental instructions ("ASIs"), submittals, shop drawings, and other construction documentation.
8) Coordination of required inspections, testing, commissioning, and regulatory approvals.
9) Management of changes, potential claims, cost impacts, and schedule impacts in accordance with the Agreement.
10) Completion of punch-list work, correction of deficiencies, substantial completion, final completion, and Project closeout.

4.3.2 Subcontractors and Self-Performed Work

The Design-Builder shall competitively solicit and award trade contracts in accordance with the approved procurement plan and CITC's requirements.

Unless otherwise approved in writing by CITC, the Design-Builder shall obtain at least three (3) competitive bids for each subcontract or trade package. Any proposed exception shall be documented with supporting justification and submitted to CITC for written approval before the applicable award.

The Design-Builder may propose self-performed work traditionally performed by its own forces when appropriate to the Project. All self-performed work shall be clearly identified, separately priced, and supported by a transparent cost basis. CITC reserves the right to review and approve proposed self-performed work and its pricing before authorization.

4.3.3 Project Controls, Cost Transparency, and Reporting

The Design-Builder shall establish and maintain a comprehensive Project controls and reporting system that provides CITC with timely access to relevant Project information.

At a minimum, the system shall include:

1) Current Project schedules and progress reports.
2) Budget tracking, cost reports, commitments, expenditures, and forecast-to-complete information.
3) Subcontractor and supplier procurement records.
4) Change orders, potential changes, allowances, and contingency tracking.
5) RFIs, ASIs, submittals, shop drawings, and design coordination records.
6) Meeting minutes, field reports, site photographs, inspection reports, and testing records.
7) Risk, issue, decision, and action-item logs.
8) Payment applications, invoices, and supporting cost documentation.
9) Permit, inspection, commissioning, and closeout tracking.

The Design-Builder shall operate on an open-book basis and provide CITC, or its designated representatives, reasonable access to Project contracts, bids, purchase orders, invoices, accounting records, cost reports, and other relevant documentation for review and audit, subject to applicable law and the terms of the Agreement.

The Design-Builder shall maintain accurate and complete Project records throughout the Project and retain them for the period specified in the agreement or required by applicable law. Records shall be provided to CITC upon request.

4.3.4 Quality Control and Testing

1) The Design-Builder shall develop and submit a comprehensive Project-specific Quality Control Plan addressing construction quality, workmanship, materials, inspections, testing, documentation, deficiency identification, corrective actions, and compliance with the approved Contract Documents, applicable building codes, industry standards, and regulatory requirements.
2) The Quality Control Plan shall establish procedures for quality assurance and control throughout all phases of construction, including subcontractor oversight, material verification, inspection and testing schedules, documentation requirements, and procedures for identifying, reporting, and correcting nonconforming or deficient Work.
3) The Design-Builder shall submit the completed Quality Control Plan to CITC for review and written approval prior to implementation and commencement of applicable construction

activities. Upon approval, the Design-Builder shall implement, administer, monitor, and maintain the Plan throughout construction, ensuring that all subcontractors and suppliers comply with its requirements.

4) Any material revisions to the approved Quality Control Plan shall be submitted to CITC for review and written approval prior to implementation. CITC's review or approval shall not relieve the Design-Builder of its contractual responsibility for the quality, compliance, and satisfactory completion of the Work.
5) Verify that work performed by the Design-Builder, subcontractors, and suppliers conforms to the approved construction documents, specifications, applicable codes, and contract requirements.
6) Coordinate required materials testing, special inspections, system testing, and other quality assurance activities.
7) Maintain records of inspections, test results, deficiencies, corrective actions, and approvals.
8) Promptly identify and correct defective or nonconforming work in accordance with the contract documents.
9) Coordinate commissioning and functional testing of applicable building systems and equipment before turnover.
10) Quality control responsibilities shall not eliminate or reduce any separate testing, inspection, or professional responsibilities established by the contract documents or applicable law.\

4.3.5 Safety and Site Management

The Design-Builder shall be responsible for managing construction-site safety and coordinating site operations in accordance with applicable laws, regulations, and contract requirements.

The Design-Builder shall:

1) Develop and implement a site-specific safety plan.
2) Maintain appropriate site security, barriers, signage, access controls, and housekeeping.
3) Coordinate deliveries, equipment movements, staging, and construction access to minimize risks to the public and surrounding properties.
4) Maintain safe pedestrian and vehicular circulation around the site and coordinate any work affecting public rights-of-way.
5) Identify and communicate hazardous conditions and promptly implement corrective measures.
6) Coordinate construction activities with adjacent CITC facilities and operations, including the Clare Swan Early Learning Center, where applicable.
7) Report accidents, incidents, safety concerns, and corrective actions to CITC in accordance with the Agreement.

4.3.6 Meetings and Communications

The Design-Builder shall facilitate regular Project coordination and reporting throughout construction.

At a minimum, the Design-Builder shall:

1) Conduct a pre-construction meeting before the start of construction.
2) Conduct weekly construction progress and coordination meetings with CITC and relevant project participants.

3) Distribute meeting agendas, minutes, action items, and decisions within an agreed-upon timeframe.
4) Provide regular written progress reports addressing schedule, budget, procurement, quality, safety, RFIs, submittals, changes, and anticipated risks.
5) Promptly notify CITC of material issues affecting cost, scope, schedule, quality, safety, or regulatory compliance.
6) Conduct a substantial completion walkthrough and a final completion walkthrough with CITC and other designated representatives.

4.3.7 Design and Construction Administration

The Design-Builder shall coordinate construction administration activities with the architect, engineers, and other design professionals.

Services shall include managing RFIs, coordinating submittals and shop drawings, tracking design clarifications, documenting field conditions, coordinating responses to construction questions, and identifying discrepancies between the design documents and actual site conditions.

The Design-Builder shall not implement changes to the approved design, scope, or GMP without the required written authorization. Professional design changes shall be reviewed and approved by the appropriately licensed design professional and CITC, as applicable.

4.3.8 Changes and Cost Management

The Design-Builder shall maintain a documented process for identifying, evaluating, pricing, and managing proposed changes to the Project.

Each proposed change shall include a description of the work, the reason for the change, supporting cost documentation, schedule impacts, and any applicable effects on allowances or contingencies.

The Design-Builder shall promptly notify CITC of potential changes and shall not proceed with changes that affect the contract price or schedule without the written authorization required by the agreement, except where immediate action is required to address an imminent threat to life or safety and the agreement or applicable law permits such action.

Cost savings, unused allowances, and contingency balances shall be accounted for and reconciled in accordance with the executed Agreement.

4.3.9 Project Completion and Closeout

The Design-Builder shall manage all activities necessary to achieve substantial completion, final completion, and turnover of a complete and operational facility.

Closeout services shall include, at a minimum:

1) Coordinate required inspections, testing, commissioning, and approvals necessary for occupancy and operation.
2) Prepare and maintain a comprehensive punch list, identify outstanding work, and complete all required corrective work.
3) Conduct substantial completion and final completion walkthroughs with CITC and designated project representatives.

4) Provide record drawings and as-built documentation reflecting the completed construction, including applicable design revisions and field changes.
5) Deliver operation and maintenance manuals, equipment information, warranties, product data, and maintenance recommendations.
6) Provide training for CITC personnel on applicable building systems, equipment, controls, and maintenance procedures.
7) Deliver applicable certificates, inspection reports, test results, commissioning reports, permits, approvals, and occupancy documentation.
8) Complete final accounting, reconcile allowances and contingencies, provide required lien waivers and closeout documentation, and resolve outstanding contractual items.
9) Coordinate the delivery, installation, and verification of FF&E included in the approved scope.
10) Turn over keys, access credentials, system documentation, and other materials necessary for CITC to operate and maintain the facility.
11) Provide a final closeout package in the format and quantity specified by CITC.

Final completion shall be determined in accordance with the executed agreement and shall be subject to CITC's acceptance of the required work and close-out documentation.

Definition of Substantial Completion
For purposes of this RFP and the resulting Design-Build Agreement, "Substantial Completion" means the date on which all of the following conditions have been satisfied:

1) **Completion of Work:** The Work has been substantially completed in accordance with the Contract Documents and is sufficiently complete to permit the Owner to occupy and utilize the facility for its intended purposes.

2) **Occupancy Authorization:** The Owner has received documentation demonstrating that the applicable authority having jurisdiction has issued a Certificate of Occupancy, Temporary Certificate of Occupancy, or equivalent authorization permitting the Owner's intended occupancy and use of the facility, subject to any applicable conditions or restrictions.

3) **Punch-List Items:** Only minor incomplete or corrective work remains, none of which materially interferes with the safe, lawful, and intended occupancy, operation, or use of the facility.

4) **Verification and Documentation:** The Design-Builder has submitted the documentation required under the Contract Documents to support the determination of Substantial Completion, and the Owner has confirmed the date of Substantial Completion in writing following the applicable inspection and verification procedures.

The date of Substantial Completion shall be established in accordance with the executed Design-Build Agreement and shall not be deemed to have occurred solely because the Design-Builder has requested an inspection or because a Certificate of Occupancy has been issued.

Substantial Completion shall not relieve the Design-Builder of its remaining contractual obligations, including completion of punch-list items, correction of deficient work, submission of outstanding closeout documentation, and satisfaction of applicable warranty and Final Completion requirements.

4.3.10 Commissioning Plan, Documentation, Notification, and Approval

The Design-Builder shall be responsible for developing, coordinating, implementing, and documenting a comprehensive Project-specific Commissioning Plan to verify that all applicable building systems, equipment, and components are installed, tested, operated, and performing in accordance with the approved Contract Documents, design intent, manufacturer's requirements, and applicable codes and standards.

The Design-Builder shall prepare and submit the Commissioning Plan and associated procedures, inspection checklists, testing protocols, performance verification requirements, and commissioning schedules to CITC for review and written approval prior to commencement of commissioning activities.

Commissioning Notification and Attendance

The Design-Builder shall provide CITC and its designated representatives, including the Owner's Project Manager (OPM), with written notification of all scheduled commissioning activities, inspections, functional performance tests, equipment demonstrations, and system verification procedures at least five (5) business days in advance, unless otherwise approved in writing by CITC.

Notifications shall identify the date, time, location, systems or equipment being evaluated, anticipated duration, and personnel responsible for conducting the activities.

CITC reserves the right to have designated Project personnel, facilities and maintenance representatives, the OPM, and other authorized representatives attend and observe any commissioning inspection, testing procedure, or related activity.

The Design-Builder shall coordinate commissioning schedules to reasonably accommodate CITC's designated representatives and shall promptly notify CITC of any cancellations, rescheduling, or changes to previously scheduled activities.

Commissioning Documentation and Approval

The Design-Builder shall prepare, maintain, and submit complete commissioning documentation, including, as applicable:

1) Approved Commissioning Plan and commissioning schedules.
2) Pre-functional inspection checklists and equipment startup reports.
3) Functional performance testing procedures and results.
4) Equipment and system testing, balancing, and verification reports.
5) Inspection records, certifications, and applicable regulatory approvals.
6) Documentation of identified deficiencies, corrective actions, and successful retesting.
7) System operation demonstrations and Owner personnel training records.
8) Final Commissioning Report summarizing testing activities, results, outstanding issues, and verification of system performance.

All required commissioning documentation shall be submitted to CITC and the OPM for review. The Design-Builder shall address identified deficiencies, provide requested corrections, and

obtain CITC's written approval of the final commissioning documentation as a condition of Final Completion and Final Payment.

Commissioning activities shall not be considered complete until all required testing and verification have been performed, identified deficiencies have been satisfactorily resolved, required documentation has been submitted, and CITC has provided written acceptance.

CITC's attendance, observation, review, or approval of commissioning activities and documentation shall not relieve the Design-Builder of responsibility for proper installation, testing, performance, correction of deficient Work, or compliance with the Contract Documents.

4.3.11 Liquidated Damages for Delay in Substantial Completion

The Owner intends to include liquidated damages provisions in the Design-Build Agreement to address delays in achieving Substantial Completion beyond the Contract Time established in the executed Agreement, as adjusted by approved Contract Time extensions.

1) Applicability

The Design-Builder shall be responsible for achieving Substantial Completion of the Work within the Contract Time established in the Design-Build Agreement, subject to adjustments authorized in accordance with the Agreement.

If the Design-Builder fails to achieve Substantial Completion within the applicable Contract Time, the Design-Builder may be assessed liquidated damages for each calendar day of unexcused delay beyond the required Substantial Completion date.

2) Liquidated Damages Amount

The daily rate for liquidated damages shall be determined and negotiated by the Owner and the selected Design-Builder following the selection process and prior to execution of the Design-Build Agreement.

The agreed-upon daily rate shall be established based on a reasonable estimate of the Owner's anticipated financial and operational damages resulting from delays in achieving Substantial Completion, including, but not limited to, extended project administration, additional professional services, delayed occupancy, and other reasonably foreseeable delay-related costs.

The final liquidated damages rate shall be expressly identified in the executed Design-Build Agreement and shall apply to each calendar day of unexcused delay beyond the contractual Substantial Completion date, as adjusted by approved Contract Time extensions.

Liquidated damages shall not constitute a penalty but shall represent a reasonable pre-estimate of damages that would be difficult to ascertain with certainty at the time of contract execution.

No liquidated damages rate shall be enforceable unless expressly established in the executed Design-Build Agreement.

3) Purpose of Liquidated Damages

The parties acknowledge that delayed Substantial Completion may result in financial and operational impacts to the Owner, including additional project administration, extended professional services, temporary facilities, delayed occupancy, and other reasonably anticipated delay-related costs.

Liquidated damages are intended to provide a reasonable pre-estimate of such damages where actual damages would be difficult to determine with certainty and are not intended to constitute a penalty.

4) Excusable Delays and Contract Time Extensions

Liquidated damages shall not apply to delays for which the Design-Builder is entitled to an extension of Contract Time under the Design-Build Agreement.

Requests for extensions shall be submitted, documented, reviewed, and resolved in accordance with the notice, scheduling, and change management requirements of the Agreement.

5) Assessment and Recovery

Subject to the terms of the Design-Build Agreement, the Owner may deduct properly assessed liquidated damages from amounts otherwise due to the Design-Builder or recover such amounts through other remedies authorized under the Agreement.

6) Relationship with Other Contract Remedies

The Design-Build Agreement shall address the relationship between liquidated damages and other contractual remedies, including the avoidance of duplicate recovery for the same delay-related damages.

7) Final Contract Requirements

The final daily liquidated damages rate, applicable completion milestones, procedures for determining Substantial Completion, and any negotiated limitations shall be incorporated into the executed Design-Build Agreement.

4.3.12 Warranty and Post-Construction Services

The Design-Builder shall provide post-construction warranty services for one (1) year following final completion, approval, and turnover of the Project to CITC, in addition to any longer manufacturer, subcontractor, statutory, or contractual warranties that apply.

Warranty services shall include:

1) Providing CITC with a written warranty directory identifying applicable warranties, coverage periods, responsible parties, and procedures for submitting claims.
2) Establishing a process for receiving, documenting, and responding to warranty requests.
3) Coordinating the investigation and correction of covered deficiencies in accordance with the contract documents.
4) Coordinating with subcontractors, suppliers, manufacturers, and design professionals as necessary to resolve warranty issues.

5) Conducting a warranty review or walkthrough with CITC at an agreed-upon time during the warranty period and documenting outstanding items and corrective actions.
6) Providing reasonable coordination and follow-up to ensure covered warranty items are addressed.

The warranty period and post-construction services shall not limit any other rights or remedies available to CITC under the agreement or applicable law.

4.3.13 Project Records and Deliverables

Throughout Pre-Construction Services, Construction Services, and closeout, the Design-Builder shall maintain complete, organized, and accessible Project records.

All Project documentation shall be provided to CITC in electronic format, using file formats and organizational standards approved by CITC. The Design-Builder shall maintain version control and clearly identify current, approved, and superseded documents.

Required deliverables shall include, as applicable:

1) Site investigation reports and surveys.
2) Design review comments and coordination records.
3) Design milestone cost estimates and reconciliation reports.
4) Value engineering recommendations and evaluations.
5) Project schedules and cash-flow forecasts.
6) Constructability reviews and logistics plans.
7) Bid packages, bidder lists, bid tabulations, and award recommendations.
8) Permit applications, permit logs, and regulatory approvals.
9) GMP Proposal and supporting cost documentation.
10) Construction progress reports, meeting minutes, RFIs, ASIs, submittals, and shop drawings.
11) Quality control, testing, inspection, safety, and commissioning records.
12) Change order documentation and final cost reconciliation.
13) Record drawings, operation and maintenance manuals, warranties, training materials, and closeout documents.

The Design-Builder shall provide CITC with access to Project information throughout the duration of the agreement and deliver the complete Project record at closeout.

4.3.14 Collaboration and Project Objectives

The Design-Builder shall maintain a collaborative, transparent, and solutions-oriented working relationship with CITC throughout the Project.

The Design-Builder is expected to support the successful delivery of a facility that:

1) Reflects CITC's cultural values, mission, and vision for the K'teya Cultural Center.
2) Supports cultural engagement, intergenerational learning, early childhood learning, wellness, and community gathering.
3) Meets CITC's operational and functional requirements.
4) Maintains alignment with the approved Project budget and schedule.
5) Emphasizes quality, durability, accessibility, maintainability, and long-term value.

6) Promotes responsible procurement, cost transparency, effective communication, and accountability.

The Design-Builder shall promptly communicate issues, risks, and decisions requiring CITC's attention and shall provide clear recommendations supported by appropriate cost, schedule, and technical information.

4.3.15 Project Management Software Access

In addition to the records and reporting required under Sections 4.3.3 and 4.3.11, the Design-Builder shall provide CITC and its designated representatives with access to the Design-Builder's online Project Management software throughout the Project, at no separately charged access fee.

The system shall permit timely review of current

1) Requests for Information (RFIs);
2) Architect's Supplemental Instructions (ASIs);
3) Submittals and approvals;
4) Project schedules and updates;
5) Construction change orders;
6) Meeting minutes and progress reports;
7) Punch lists and corrective actions;
8) Warranty documentation; and
9) Operations and Maintenance (O&M) Manuals.

The Design-Builder shall maintain accurate and current Project records and coordinate with CITC, the Design Team, subcontractors, suppliers, and other Project stakeholders to facilitate timely communication and efficient Project execution.

4.4 Commercial Terms, Schedule, and Regulatory Requirements Cost-Savings Incentive

4.4.1 Cost-Savings Incentive (subject to funding and procurement compliance review)

Cost-Savings Incentive - The Owner intends to establish a cost-savings incentive arrangement to encourage the Design-Builder to identify and implement cost-effective construction methods, procurement strategies, value engineering opportunities, and other efficiencies that reduce overall project costs without compromising the approved scope, quality, functionality, safety, durability, or performance of the K'teya Cultural Center.

Verified eligible cost savings realized under the approved Guaranteed Maximum Price (GMP) shall be allocated as follows:

- **Owner (CITC):** Seventy percent (70%) of verified eligible cost savings.
- **Design-Builder:** Thirty percent (30%) of verified eligible cost savings, subject to the maximum incentive limitation established below.

1) **Maximum Incentive Payment:**
The Design-Builder's total cumulative cost-savings incentive payment shall not exceed Three Hundred Thousand Dollars ($300,000), regardless of the total amount of eligible savings realized.

Once the Design-Builder reaches the maximum incentive payment, all remaining verified eligible savings shall accrue to the Owner.

The maximum incentive payment shall not be increased without prior written approval by the Owner and a duly executed Contract amendment.

2) Relationship with Overhead and Profit:

The cost-savings incentive shall be established separately from the Design-Builder's overhead and profit compensation and shall not modify the existing fifteen percent (15%) overhead and profit limitation established elsewhere in this RFP.

The cost-savings incentive shall not be included in the calculation of the Design-Builder's overhead and profit percentage, provided such treatment is permissible under applicable funding agreements, procurement requirements, and governing regulations.

The Design-Builder shall not apply additional overhead, profit, markup, or other percentage-based compensation to the cost-savings incentive payment.

3) Determination of Eligible Cost Savings:

Eligible cost savings shall be determined through reconciliation of the approved GMP, as adjusted by authorized Contract modifications, against actual, documented, allowable costs of the applicable GMP work.

The Contract shall establish a detailed savings calculation methodology identifying eligible costs, exclusions, treatment of contingencies and allowances, and adjustments to the savings calculation.

Unless otherwise expressly authorized in writing by the Owner, eligible cost savings shall not include:

1) Savings resulting solely from Owner-directed reductions or deletions of approved project scope.
2) Reductions in approved building quality, performance, safety, functionality, or durability.
3) Costs transferred from the Design-Builder's contractual responsibilities to the Owner or other project contracts.
4) Unused Owner-controlled contingencies or allowances that do not constitute eligible Design-Builder-generated savings.
5) Savings resulting from noncompliance with applicable codes, specifications, contractual requirements, or approved design criteria.
6) Amounts previously credited to the Owner through deductive change orders or other Contract adjustments, to the extent their inclusion would result in duplicate credit or incentive compensation.
7) All proposed substitutions, value engineering measures, and material changes affecting the approved design shall be subject to the applicable design review and Owner approval procedures.

4) Documentation and Verification

The Design-Builder shall maintain complete and accurate records supporting claimed cost savings, including applicable subcontractor bids, purchase orders, invoices, change orders, cost reports, and other relevant financial documentation.

The Design-Builder shall provide an itemized cost-savings reconciliation identifying:

1) The applicable GMP cost baseline and authorized adjustments.
2) Actual allowable costs incurred.
3) The source and amount of each claimed savings item.
4) Any excluded savings or required adjustments.
5) The total verified eligible savings.
6) The proposed seventy percent (70%) Owner allocation.
7) The proposed thirty percent (30%) Design-Builder allocation, subject to the $3000,000 maximum incentive payment.

The Owner and its authorized representatives shall have the right to review and audit supporting documentation in accordance with the Contract's recordkeeping and audit provisions.

5) Owner Review and Approval

The Owner's Project Manager (OPM) shall review the Design-Builder's submitted savings reconciliation, coordinate any necessary technical or financial verification, and provide a written recommendation to the Owner.

The Owner shall retain final authority to approve the amount of eligible savings and the corresponding incentive payment.

No incentive payment shall be authorized without the Owner's written approval.

6) Timing of Incentive Payment

The Design-Builder's cost-savings incentive shall be calculated following final reconciliation of the applicable GMP costs and completion of the required Contract closeout procedures.

Payment shall be contingent upon:

1) Verification and approval of eligible savings.
2) Completion and acceptance of all required Contract work.
3) Resolution of outstanding cost adjustments, credits, and claims affecting the savings calculation.
4) Submission of required closeout documentation.
5) Compliance with applicable funding, procurement, and Contract requirements.
6) Funding and Regulatory Compliance

The cost-savings incentive arrangement shall be subject to applicable federal, state, and local requirements, funding agreements, and the Owner's procurement policies.

The Owner reserves the right to modify or eliminate the incentive arrangement prior to Contract execution if necessary to comply with applicable legal, regulatory, or funding requirements.

The incentive arrangement shall not authorize reimbursement of unallowable costs or otherwise modify the Design-Builder's obligations under the Contract.

4.4.2 Construction Change Order Markup

For Owner-authorized changes to the approved Scope of Work, proposed adjustments shall be priced using documented allowable direct costs and the compensation rules established in Section 5.7 and the executed Agreement. The Design-Builder's combined overhead and profit compensation shall remain subject to the fifteen percent (15%) limitation on the applicable allowable cost base; no overhead or profit shall be applied to General Requirements. No compounding, duplicate markup, or automatic increase to the negotiated fixed-dollar construction fee is permitted. Any adjustment to that fee requires a written Contract amendment approved by CITC.

For deductive changes, the adjustment shall include an appropriate credit for deleted work, including associated overhead, profit, and applicable General Requirements costs, consistent with the compensation provisions of the Contract Documents.

For proposed changes involving both additions and deletions, applicable overhead and profit adjustments shall be calculated based on the net change in eligible direct costs for the Design-Builder and affected subcontractors.

All proposed change orders shall include sufficient supporting documentation to substantiate the requested adjustment.

No change order shall be effective without written authorization from CITC in accordance with the Contract Documents.

4.4.3 Project Schedule

The Owner has identified April 2027 as the preliminary target for commencement of early construction activities, including site preparation and excavation, and June 2028 as the preliminary target for Project completion. These dates are planning objectives only, not mandatory contractual deadlines.

The Design-Builder shall submit a realistic, proposed schedule covering design, approvals, permitting, procurement, construction, commissioning, Substantial Completion, and Final Completion. The final Project Schedule and contractual milestones shall be developed and negotiated during preconstruction, approved in writing by CITC, and incorporated into the GMP Amendment or other applicable Contract Documents before construction authorization.

The approved baseline shall identify critical-path activities, long-lead items, Owner decision deadlines, and major milestones. The Design-Builder shall update the schedule, promptly report material deviations, propose corrective measures, and obtain required written approval for contractual schedule modifications.

4.4.4 Construction and Owner Contingencies

The GMP shall include a separately identified Design-Builder Construction Contingency in an amount negotiated and approved by CITC.

The Construction Contingency shall be available to address unforeseen job conditions, estimating omissions (excluding omissions associated with subcontracted work), and discrepancies between subcontractor and supplier scopes of work, provided such costs are properly reimbursable as Cost of the Work and do not otherwise qualify for a change order.

Use of the Construction Contingency shall require prior written concurrence from CITC and the Design Team, which shall not be unreasonably withheld for properly documented and eligible expenditures.

Requests for use of the Construction Contingency shall be submitted by the Design-Builder within ten (10) calendar days of the event giving rise to the cost, or as soon as the need becomes apparent, whichever occurs earlier.

The Construction Contingency shall not be used for:

- Repair or replacement of defective or nonconforming work;
- Costs resulting from the Design-Builder's negligence, errors, or omissions;
- Costs otherwise included within the approved GMP;
- Unauthorized changes to the Project scope; or
- Expenses expressly excluded under the Contract Documents.

At CITC's discretion, unused portions of the Construction Contingency may be credited to CITC through approved change orders at agreed Project milestones.

Any remaining unused Construction Contingency shall be credited in full to CITC upon final Project cost reconciliation and invoicing.

The Design-Builder shall provide CITC and the Design Team with a detailed monthly accounting of the Construction Contingency, submitted with each payment application. The accounting shall identify the original contingency amount, approved expenditures, pending requests, and remaining available balance.

CITC shall maintain a separate Owner's Contingency for authorized changes to the Project scope and other Owner-directed expenditures.

4.4.5 Applicable Laws, Regulations, and Funding Requirements

The Project shall comply with all applicable federal, state, and local laws, regulations, codes, funding requirements, and contractual provisions, 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):** Applicable domestic preference requirements, where required by the Project's funding sources;
- **Davis-Bacon and Related Acts:** Applicable prevailing wage and labor requirements, where required;
- **Contract Work Hours and Safety Standards Act:** Applicable labor standards and overtime requirements;

- **Federal Contract Provisions:** All applicable provisions required by federal funding agreements and procurement regulations;
- **Record Retention and Audit Requirements:** Maintenance of complete and accurate Project records, including financial, procurement, subcontractor, and compliance documentation, for the periods required by applicable laws and funding agreements; and
- **State and Local Requirements:** Applicable Alaska statutes, municipal requirements, building codes, permitting requirements, and construction regulations.

The Design-Builder shall be responsible for ensuring that its subcontractors, suppliers, and other parties performing work under the Contract comply with all applicable requirements.

The Design-Builder shall maintain adequate documentation demonstrating compliance and shall make such records available to CITC and authorized oversight agencies upon request, as required by the Contract Documents and applicable law.

Additional Requirements of BABA

Comply with 2 CFR 184 and 2 CFR 200.322, which include the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). BABA establishes a Buy America preference for three categories of materials:

1) *Iron and Steel Products.* All manufacturing processes, from melting through coating application, must occur in the United States. This applies to items consisting wholly or predominantly (i.e. more than 50% of component cost) of iron and steel.
2) *Manufactured Products.* A manufactured product is compliant if:
    - It was manufactured in the United States, and
    - More than 55% of the total cost of all components of the manufactured product are mined, produced, or manufactured in the United States (unless a different domestic content standard applies under law or regulations).
3) *Construction Materials.* All manufacturing process must occur in the United States. Construction materials include:
    - Non-ferrous metals
    - Plastics and polymer-based products
    - Glass and optic glass
    - Fiber optic cable and optical fiber
    - Lumber
    - Engineered wood
    - Drywall

Note: Aggregate materials (stone, sand, gravel, cement, additives) are explicitly exempt under *IIJA §70917(c).*

An item would be considered affixed or integral when it is:

- Permanently or functionally attached to the public infrastructure, or
- Consumed in or incorporated into public infrastructure, or
- Required for the project to achieve its intended public function.

BABA does not apply to:

- Tools, equipment, and supplies removed after construction (e.g. temporary scaffolding),
- Most finishings (e.g. movable chairs or desks), or

- Mobile equipment used within or at the site (e.g. Trucks or boats).

Section 5. Proposal Content and Format Requirements

Proposals shall include a comprehensive narrative and supporting documentation sufficient to demonstrate the Proposer's qualifications, capabilities, and approach to meeting the selection criteria outlined in the following section.

To ensure consistency and facilitate an equitable evaluation process, all Proposals shall comply with the following submission requirements:

1) **Page Limit:** The main body of the Proposal shall not exceed twenty (20) pages. The cover letter shall be limited to a maximum of two (2) pages. The cover letter, table of contents, references, resumes, and appendices shall be excluded from the twenty-page limit.

2) **Submission Format:** Proposals shall be submitted electronically in PDF format only. No other file formats will be accepted.

3) **Font Requirements:** The minimum font size for the Proposal narrative shall be 11-point. A minimum font size of 10-point may be used for tables, charts, graphs, and similar supporting materials.

4) **Required Content:** Proposals must address all applicable requirements and selection criteria identified in the RFP. Proposals that omit required information or fail to comply with the specified submission requirements may be deemed non-responsive and excluded from further consideration at CITC's discretion.

5) **Proposal Organization:** To promote consistency, transparency, and efficiency in the evaluation process, Proposers shall organize their submissions in the order outlined below.

5.1 Cover Letter

The Proposer shall submit a signed cover letter, not to exceed two (2) pages, that includes the following information:

1) **Proposer Information:** The firm's legal name, local business address, and telephone number.

2) **Authorized Representative:** The name, title, and telephone number of the individual authorized to submit the Proposal on behalf of the firm.

3) **Certification and Signature:** The cover letter shall be signed by an authorized representative of the firm. Proposers must also complete and submit **Attachment C – Debarment, Conflict of Interest, and Proposer Certifications**

4) **Understanding of Project Requirements:** A brief statement demonstrating the Proposer's understanding of the K'teya Cultural Center project, the scope of services to be performed, and the firm's qualifications and capabilities to successfully deliver the Project.

5.2 Relevant Organization Experience

A summary of the firm's experience providing comparable services on projects of similar scope and complexity, with particular emphasis on experience working with nonprofit organizations and/or Alaska Native and American Indian organizations.

Proposers shall provide a comprehensive summary of the firm's qualifications and demonstrated experience successfully delivering construction projects of comparable size, scope, complexity, and contractual requirements, with particular emphasis on Design-Build delivery and projects involving nonprofit organizations, Alaska Native and American Indian organizations, tribal entities, and community-serving institutions.

The summary shall address the following:

1) **Comparable Project Experience**
   Describe the firm's experience delivering projects similar in size, construction value, complexity, and functional requirements to the proposed K'teya Cultural Center.

   Particular consideration will be given to experience with cultural centers, community facilities, recreational facilities, educational buildings, healthcare-related facilities, and other multidisciplinary institutional or public-serving projects.

2) **Design-Build Delivery Experience**
   Demonstrate experience serving as the Design-Builder on projects requiring integrated design and construction services, progressive design development, preconstruction planning, construction cost estimating, Guaranteed Maximum Price (GMP) development and negotiation, subcontractor procurement, and construction execution.

   Identify the firm's experience managing projects in which the GMP was established following initial contract award and further design development.

3) **Nonprofit, Tribal, and Community Organization Experience**
   Describe previous experience working with nonprofit organizations, Alaska Native and American Indian organizations, tribal governments, tribal corporations, or other community-focused entities.
   Explain the firm's approach to coordinating with organizational leadership, program representatives, community stakeholders, and multiple decision-making groups while maintaining appropriate communication, accountability, and respect for organizational priorities and cultural considerations.

4) **Alaska Construction and Regulatory Experience**
   Describe the firm's experience performing construction in Alaska, including familiarity with applicable building codes, permitting and regulatory requirements, local construction conditions, seasonal limitations, labor and material availability, and procurement challenges.
   Identify experience coordinating with local design professionals, subcontractors, suppliers, permitting authorities, and other relevant Project participants.

5) **Budget, Schedule, and Cost Management**
Demonstrate the firm's ability to manage construction projects within established financial and scheduling objectives.
Describe experience preparing progressive cost estimates, evaluating design alternatives, identifying cost-saving opportunities, managing contingencies, coordinating long-lead procurement, and maintaining transparent cost reporting.
Identify experience with open-book pricing, GMP contracting, change management, and financial accountability on projects involving multiple funding sources, where applicable.

6) **Project Coordination and Stakeholder Management**
Describe the firm's experience coordinating multidisciplinary design and construction teams, specialty consultants, subcontractors, Owner representatives, and other stakeholders.
Explain the firm's approach to resolving design coordination issues, managing competing program requirements, maintaining clear communication, and supporting timely Owner decisions throughout Project development and construction.

7) **Comparable Project Examples**
Proposers shall provide a minimum of three (3) and preferably five (5) relevant project examples completed or substantially completed within the past ten (10) years.

For each project, provide the following information:

- Project name and location.
- Owner or client organization.
- Facility type, approximate square footage, and primary building functions.
- Contract delivery method and the firm's specific contractual role.
- Original and final construction contract values, including an explanation of material cost changes.
- Original and actual substantial completion dates, including an explanation of significant schedule changes.
- Description of the firm's design, preconstruction, GMP development, and construction responsibilities, as applicable.
- Significant Project challenges and the firm's approach to resolving them.
- Identification of the key personnel proposed for the K'teya Cultural Center who participated in the referenced project.
- Owner or client reference, including name, title, telephone number, and email address.

8) **Demonstrated Results and Lessons Learned**
Proposers shall summarize significant achievements, innovative approaches, and lessons learned from comparable projects that demonstrate the firm's ability to manage complex construction requirements, maintain financial transparency, coordinate stakeholders, and successfully deliver projects consistent with Owner objectives.

CITC may contact the references provided, request clarification of submitted project information, and consider the relevance, quality, and demonstrated results of the Proposer's prior experience as part of the evaluation process.

Comparable experience shall be evaluated based on the relevance and demonstrated quality of the firm's work, rather than solely on the number or dollar value of projects completed.

5.3 Firm Profile and Project Approach

Proposers shall provide a comprehensive overview of their organization and a narrative describing their proposed approach to successfully delivering the K'teya Cultural Center Project in collaboration with Cook Inlet Tribal Council (CITC), hereinafter referred to as the Owner.

The response shall demonstrate the Proposer's organizational capabilities, understanding of the Project's objectives, proposed management approach, and ability to coordinate the design, preconstruction, and construction services required under this RFP.

At a minimum, the response shall address the following:

1) **Firm Profile and Organizational Structure**

Provide a summary of the Proposer's organizational background and business operations, including:

i. Legal business name, principal office location, and years in operation.

ii. Business structure and identification of any proposed joint venture or formal teaming arrangement.

iii. Primary areas of professional expertise and services provided.

iv. Organizational structure and management responsibilities relevant to the Project.

v. Availability of internal design, preconstruction, estimating, construction management, and administrative resources.

vi. Identification of major design partners, specialty consultants, or other proposed team members, as applicable.

vii. General organizational capacity to undertake and complete the Project while fulfilling existing contractual commitments.

Proposer shall clearly identify the entity that will serve as the contracting Design-Builder and assume responsibility for the integrated design and construction obligations established by the resulting Agreement.

2) **Understanding of the Project and Objectives**

Describe the Proposer's understanding of the K'teya Cultural Center, including its anticipated cultural, community, recreational, educational, and programmatic functions.

The response shall demonstrate an understanding of the Project's multidisciplinary design and construction requirements, preliminary development status, established overall Project budget, and the need to coordinate design decisions with CITC's operational and programmatic objectives.

Identify significant opportunities, anticipated challenges, and Project-specific considerations that may influence successful delivery.

3) **Proposed Design-Build Delivery Approach**

Describe the Proposer's proposed approach to delivering the Project utilizing the Design-Build method, including coordination and integration of design, preconstruction, procurement, and construction activities.

The response shall explain how the Design-Builder intends to:

1) Establish an integrated design and construction management structure.
2) Coordinate design professionals, specialty consultants, subcontractors, and suppliers.
3) Develop and refine the design in collaboration with CITC.
4) Incorporate constructability reviews, value analysis, and progressive cost estimating.
5) Identify and address design coordination issues and potential scope gaps.
6) Develop a proposed Guaranteed Maximum Price (GMP) following the required design and preconstruction activities.
7) Transition from preconstruction into authorized construction activities following CITC's approval of the GMP and applicable contractual requirements.

The Proposer shall describe how its approach will promote transparency, accountability, cost control, and timely resolution of Project issues.

4) **Collaboration, Communication, and Owner Coordination**

Describe the proposed procedures for maintaining effective communication and coordination among CITC, the Owners Project Manager (OPM), design professionals, consultants, subcontractors, and other authorized Project stakeholders.

The response shall address:

1) Designation of primary points of contact and communication responsibilities.
2) Proposed Project meeting structure and reporting procedures.
3) Methods for documenting decisions, action items, and outstanding issues.
4) Procedures for presenting design alternatives, cost implications, and recommendations for Owner consideration.
5) Coordination of required CITC reviews and approvals.
6) Methods for escalating significant Project risks, conflicts, or unresolved matters.

The Design-Builder shall recognize CITC's retained decision-making authority and the independent oversight responsibilities of the OPM.

5) **Design Development and Preconstruction Strategy**

Describe the Proposer's approach to organizing and managing the Design and Pre-Construction Phase, including development of design deliverables, progressive cost estimates, constructability evaluations, permitting coordination, procurement planning, and preparation of the proposed GMP.

Explain how the Proposer will maintain alignment among the evolving design, approved Project scope, available construction budget, quality objectives, and anticipated schedule.

The response shall identify proposed procedures for communicating cost or schedule concerns early enough to allow CITC to evaluate alternatives before significant commitments are made.

6) **Budget Management and Financial Transparency**

Describe the Proposer's proposed approach to construction cost management, estimating, subcontractor pricing, contingency administration, and preparation of open-book cost information.

The response shall explain how the Design-Builder will document and reconcile progressive estimates, identify potential cost exposures, and provide sufficient supporting information for CITC and the OPM to evaluate the proposed GMP.

The Proposer shall demonstrate an understanding that CITC's overall Project budget includes Owner-incurred costs outside the Design-Builder's GMP and that the available construction budget must be coordinated accordingly.

7) **Project Scheduling and Procurement Approach**

Describe the Proposer's methodology for developing, coordinating, and maintaining a realistic Project Schedule throughout design, preconstruction, procurement, and construction.

The response shall address major milestone development, permitting dependencies, long-lead materials, subcontractor procurement, construction sequencing, and identification of potential schedule risks.

The Owners' preliminary target dates shall be considered planning objectives rather than mandatory contractual deadlines. The final Project Schedule shall be developed collaboratively during preconstruction and shall be subject to CITC's review and written approval.

8) **Quality Management and Risk Mitigation**

Describe the Proposer's approach to identifying, evaluating, and managing Project risks, including design coordination, cost escalation, procurement delays, constructability, construction quality, and regulatory requirements.

Explain the proposed quality management procedures for design reviews, construction activities, inspections, testing, deficiency correction, and coordination with the OPM and other authorized Project representatives.

The response shall identify how the Proposer intends to prevent avoidable issues, document corrective actions, and maintain accountability throughout Project delivery.

9) **Construction, Commissioning, and Closeout Approach**

Provide an overview of the Proposer's approach to transitioning from preconstruction to construction and ultimately to Project completion.

The response shall address construction coordination, progress reporting, subcontractor management, commissioning, inspections, Owner training, punch-list completion, turnover documentation, and warranty administration.

Describe how the Design-Builder will coordinate with CITC and the OPM to support an orderly transition from construction to facility occupancy and operations.

10) **Project-Specific Innovations and Recommendations**

Proposers are encouraged to identify practical, Project-specific strategies that may improve design coordination, construction efficiency, cost certainty, schedule reliability, long-term facility operations, or overall Project value.

Any proposed innovations, alternative approaches, or recommendations shall be clearly described, including anticipated benefits, limitations, and potential impacts on scope, cost, schedule, or quality.

Such recommendations shall not modify or supersede the requirements of this RFP unless expressly accepted and authorized by CITC in accordance with applicable procurement procedures.
Project Team Qualifications, References, and Current Workload

5.4 Project Team Qualifications, References, and Current Workload

The Proposer shall provide a comprehensive overview of the proposed Project team, including key personnel, consultants, relevant qualifications, and current project commitments. The submission shall address the following requirements:

1) **Project Leadership and Team Structure:** Identify the proposed Project Manager, key personnel, and any consultants or subcontracted professional services firms anticipated to participate in the Project. Describe each team member's relevant experience, proposed responsibilities, and role within the Design-Build team.

2) **Key Personnel Qualifications and Resumes:** Provide resumes for all proposed primary and designated backup personnel, limited to one (1) page per individual. Each resume shall identify the individual's proposed Project assignment, relevant professional experience, educational background, applicable licenses, and professional certifications.

3) **Client and Professional References:** Provide a minimum of three (3) client or professional references demonstrating the Proposer's experience and successful performance on projects of similar scope, size, and complexity. References shall be submitted using the table provided below.

4) **Current Workload and Project Commitments:** Provide a summary of the firm's current workload, including active projects and anticipated commitments during the proposed K'teya Cultural Center Project schedule. For each project, identify the project type, location, approximate size, and anticipated completion date. The information provided should demonstrate the Proposer's capacity to allocate sufficient personnel and resources to successfully fulfill the requirements of this Project.

5) **Project Team Organizational Chart:** Provide a detailed organizational chart identifying the proposed Design-Build team structure, including the Design-Builder, architectural and engineering consultants, construction management personnel, and key subcontractors, as applicable. The chart shall clearly illustrate reporting relationships, lines of authority, communication channels, and individual responsibilities throughout the Project.

Key Personnel Availability and Resource Commitment: Identify the anticipated availability of proposed key personnel throughout the Project's duration, including any existing commitments to other projects that may affect their participation. Describe the firm's strategy for maintaining adequate staffing levels, ensuring continuity of key personnel, and allocating the necessary resources to meet the Project's schedule, milestones, and contractual obligations.

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

5.5 Project Approach, Methodology, and Schedule

The Proposer shall provide a detailed narrative describing its proposed approach and methodology for successfully executing the K'teya Cultural Center Project. The submission shall demonstrate the Proposer's understanding of the Project requirements and outline the processes, strategies, and resources necessary to achieve the Project's objectives.

The submission shall address the following requirements:

1) **Project Execution Approach:** Describe the proposed methodology for planning, coordinating, managing, and executing the Design-Build services, including collaboration with CITC, the Design Team, consultants, and other Project stakeholders.

2) **Project Schedule and Timeline:** Provide a preliminary Project schedule identifying the anticipated timeline for completing major deliverables and services, including planning, design development, permitting, procurement, construction, and Project closeout.

3) **Key Milestones and Deliverables:** Identify significant Project milestones, including design submissions, cost estimating milestones, Guaranteed Maximum Price (GMP) development and approval, permitting, construction commencement, substantial completion, and final Project delivery.

4) **Schedule Management and Coordination:** Describe the Proposer's approach to monitoring Project progress, coordinating activities among team members, identifying potential scheduling conflicts, and implementing corrective measures to maintain the established Project schedule.

5) **Project Risks and Mitigation Strategies:** Identify anticipated challenges and potential risks associated with the Project, including permitting, material procurement, long-lead equipment, labor availability, site conditions, and seasonal construction constraints. Describe the Proposer's proposed strategies for mitigating these risks and minimizing potential impacts to the Project's budget, schedule, and overall delivery.

5.6 Additional Design, Engineering, and Consultant Recommendations

The Proposer shall identify and recommend any additional architectural, engineering, specialty design, or professional consulting services that should be considered to support the successful planning, design, permitting, and construction of the K'teya Cultural Center Project.

The submission shall address the following:

1) **Additional Design and Engineering Services:** Identify any supplemental architectural, engineering, or technical services that may be necessary or beneficial to the Project beyond those currently identified in the RFP.

2) **Specialty Consultants:** Recommend any specialized consultants whose expertise may enhance the Project's functionality, cultural significance, sustainability, accessibility, or overall design and construction quality.

3) **Justification and Project Benefits:** Provide a brief explanation of each recommended service or consultant, including its anticipated contribution to the Project and potential benefits related to quality, cost efficiency, risk mitigation, or long-term facility operations.

4) **Budget and Schedule Considerations:** Identify any anticipated impacts associated with the recommended services, including potential costs, scheduling considerations, and coordination requirements with the existing Project team.

5.7 Fee Proposal and Compensation Structure

The Proposer shall submit a detailed Fee Proposal identifying the proposed compensation for Design and Pre-Construction Services and the proposed fee structure for the subsequent Construction Services Phase.

The Owner intends to award a Design-Build Agreement under which Design and Pre-Construction Services will be authorized following Contract execution, and the Guaranteed Maximum Price (GMP) for Construction Services will be developed and negotiated following award.

The Fee Proposal shall clearly distinguish compensation for Design and Pre-Construction Services from the proposed Construction Services fee and shall provide sufficient supporting information for the Owner to evaluate the reasonableness, completeness, and competitiveness of the proposed fees.

5.7.1 Design and Pre-Construction Services Fee

The Proposer shall provide a proposed lump-sum fee for the Design and Pre-Construction Services required by this RFP, including all services necessary to develop and submit a complete GMP Proposal at the design milestone established in the Contract.

The proposed fee shall include, as applicable:

1) Architectural and engineering design services, including required design disciplines and consultants.

2) Design development, coordination, and preparation of drawings, specifications, and other design deliverables.

3) Project management and administration associated with Design and Pre-Construction Services.

4) Construction estimating, progressive cost estimates, and budget reconciliation.

5) Constructability reviews, value engineering analysis, and cost-reduction recommendations.

6) Project scheduling, construction sequencing, and schedule development.

7) Subcontractor and supplier procurement planning, bid solicitation, and bid evaluation.

8) Permitting coordination and assistance with regulatory approvals.

9) Site investigations, surveys, testing, and specialty consulting services expressly assigned to the Design-Builder.

10) Development, documentation, and submission of the proposed GMP.

11) Coordination with the Owner, Owner's Project Manager (OPM), design consultants, and other Project stakeholders.

12) Other Design and Pre-Construction Services required by the RFP or proposed by the Proposer to successfully complete the authorized phase. The Proposer shall provide an itemized breakdown of the proposed fee by service category, discipline, consultant, or other logical cost component.

The Fee Proposal shall identify all proposed reimbursable expenses, allowances, exclusions, assumptions, and services that would require additional compensation. Any proposed reimbursable expenses shall be separately identified and shall not be considered authorized unless expressly approved by the Owner in the Contract.

The Proposer shall identify the anticipated duration of the Design and Pre-Construction Phase and any assumptions affecting the proposed fee.

5.7.2 Construction Services Fee and Overhead and Profit

The Proposer shall identify its proposed fee structure for Construction Services, including the proposed percentage or methodology used to establish its fixed dollar fee for overhead and profit.

The Design-Builder's overhead and profit shall not exceed fifteen percent (15%) of the applicable allowable cost base established in this RFP and the resulting Contract. No overhead or profit shall be applied to General Requirements, consistent with the limitations established elsewhere in this RFP.

For proposal evaluation purposes, the Proposer shall identify:

1) Its proposed overhead and profit percentage, not to exceed the established fifteen percent (15%) limitation.

2) The proposed cost categories to which the percentage would apply.

3) Any proposed exclusions from the fee calculation.

4) The proposed treatment of subcontractor costs, self-performed work, General Requirements, allowances, contingencies, and other applicable cost components.

5) Any proposed construction-phase management or administrative costs that would be charged separately from the fixed overhead and profit fee.

The proposed percentage shall be used for evaluation and subsequent fee negotiation and shall not establish a cost-plus-percentage-of-cost payment arrangement.

The final Construction Services overhead and profit compensation shall be established as a negotiated fixed dollar fee in connection with development and approval of the GMP.

The fixed fee shall not automatically increase based on actual costs incurred. Any subsequent adjustment shall require written authorization through the applicable Contract amendment.

5.7.3 Proposed Billing Rates, Construction Fees, and Cost Structure

Proposers shall submit the following information as part of their Proposal to enable the Owner to evaluate the proposed compensation structure, anticipated Project costs, and approach to developing the Guaranteed Maximum Price (GMP):

5.7.4 Professional, Management, and Supervisory Billing Rates

Standard hourly billing rates for the Design-Builder's professional, management, and supervisory personnel, and those of its proposed design consultants, including applicable labor classifications and a description of costs included in each rate.

Craft labor directly engaged in performing physical construction activities shall be excluded from the professional, management, and supervisory billing rate schedule and shall instead be priced as an allowable direct Cost of the Work, subject to the executed Agreement and applicable prevailing wage requirements, including Davis-Bacon Act and related federal requirements where applicable.

Submission of hourly billing rates shall not independently establish authorization for time-and-materials compensation or permit duplicate recovery of costs included elsewhere in the GMP.

5.7.5 Construction Phase Overhead and Profit

The proposed overhead and profit percentages applicable to Construction Phase services and change orders, subject to the maximum allowable rates established in Sections 4.B.3 and 4.B.5 of this RFP.

Overhead shall not exceed ten percent (10%), and profit shall not exceed five percent (5%), each calculated independently on the same eligible direct-cost base without compounding.

No overhead or profit shall be applied to General Requirements.

The Proposer shall identify any proposed percentages below the stated maximums and clearly explain the cost categories to which the proposed percentages would apply.

5.7.6 General Conditions / General Requirements Costs

A description of the proposed approach to establishing, calculating, documenting, and managing General Conditions and General Requirements costs, including project-specific staffing, supervision, temporary facilities, equipment, site operations, and other applicable Project support expenses.

The Proposer shall identify the anticipated cost categories, proposed pricing methodology, and measures intended to prevent duplication between General Requirements, direct Cost of the Work, and contractor overhead.

General Requirements shall be separately identified and supported in the subsequent GMP submission.

5.7.7 Proposed Discounts

The value and basis of any discount offered by the Proposer, including whether the discount applies to professional billing rates, overhead, profit, General Requirements, or other eligible cost categories.

Any proposed discount shall clearly identify applicable conditions, limitations, and the period during which the discount remains valid.

5.7.8 Cost Transparency and GMP Development

The information submitted under this section shall be used to evaluate the Proposer's proposed cost structure and establish the basis for subsequent GMP development and negotiation.

The selected Design-Builder shall provide open-book supporting documentation for all proposed Cost of the Work, General Requirements, overhead, profit, allowances, contingencies, and other GMP components in accordance with the executed Agreement.

All costs shall be subject to the applicable contract requirements, eligibility limitations, and Owner review and approval.

5.7.9 Construction Services GMP

The Proposer shall acknowledge that the Construction Services GMP will be developed and negotiated following Contract award and completion of the applicable Design and Pre-Construction Services.

The initial Fee Proposal shall not constitute a final Construction Services GMP.

The GMP shall be developed using an open-book pricing process and shall identify allowable Cost of the Work, applicable construction costs, General Requirements, allowances, contingencies, the negotiated fixed overhead and profit fee, and other costs expressly included in the Construction Services scope.

The GMP shall be subject to the Owners' review, negotiation, and written approval and shall become effective only upon execution of a GMP Amendment.

No Construction Services shall be authorized solely on the basis of the initial Fee Proposal.

5.7.10 Owner-Incurred Project Costs

The Proposer shall clearly distinguish costs included in its proposed compensation from costs anticipated to be incurred directly by the Owner.

Owner-incurred project costs may include OPM services, Owner-procured furniture, fixtures, and equipment (FF&E), independent consulting and testing services, and other Owner-managed expenditures.

Such costs shall not be included in the Proposer's Design and Pre-Construction Services Fee or subsequent GMP unless expressly assigned to the Design-Builder under the Contract.

The Design-Builder shall coordinate with the Owner and OPM during the Design and Pre-Construction Phase to support development of a comprehensive Project cost model and reconciliation against the Owners approved overall Project budget.

5.7.11 Insurance, Bonding, and Other Costs

The Proposer shall identify the proposed treatment of insurance, bonding, and other applicable Project costs within its Fee Proposal.

The Design-Builder shall be responsible for obtaining and maintaining Builder's Risk insurance at its own expense, as required elsewhere in this RFP. The Builder's Risk insurance premium shall not be included in the GMP or separately reimbursed by the Owner.

Other required insurance and bonding costs shall be identified and administered in accordance with the applicable insurance, bonding, and compensation provisions of this RFP and the resulting Contract.

The Proposer shall clearly identify any proposed costs not included in its fees to prevent duplication, omissions, or inconsistent treatment of Project expenses.

5.7.12 Cost-Savings Incentive

The Proposer shall acknowledge the Owners proposed cost-savings incentive structure, under which verified eligible savings will be allocated seventy percent (70%) to the Owner and thirty

percent (30%) to the Design-Builder, subject to a maximum aggregate Design-Builder incentive payment of Three Hundred Thousand Dollars ($300,000).

The cost-savings incentive shall be separate from the negotiated fixed overhead and profit fee and shall be governed by the Cost-Savings Incentive provisions of the RFP and resulting Contract, subject to applicable procurement and funding requirements.

The Proposer shall not include anticipated incentive payments as guaranteed compensation in its proposed Design and Pre-Construction Services Fee or Construction Services fee.

5.7.13 Fee Proposal Documentation

The Fee Proposal shall include, at a minimum:

1) A completed Design and Pre-Construction Services fee schedule.

2) An itemized breakdown of proposed design consultant and specialty consultant fees.

3) A description of included services, deliverables, assumptions, and exclusions.

4) Identification of proposed reimbursable expenses and allowances.

5) The proposed Construction Services overhead and profit percentage and calculation methodology.

6) A schedule of hourly billing rates for key personnel and consultants, for evaluation of potential authorized additional services.

7) Identification of any separately proposed administrative, management, or other fees.

8) Identification of proposed costs that are excluded from the Fee Proposal or expected to be incurred directly by the Owner.

9) Confirmation of the Proposer's understanding of the post-award GMP development and approval process.

10) Any additional supporting documentation reasonably requested by the Owner to evaluate the proposed compensation.

The Owner reserves the right to request clarification, supporting documentation, or revisions to proposed fees and compensation terms during negotiations.

All proposed fees, reimbursable expenses, and compensation arrangements shall be subject to the Owners review and approval and must be consistent with the final executed Contract and applicable funding and procurement requirements.

Line Item	Rate	Qty / Hours	Total

Line Item	Rate	Qty / Hours	Total
Total Proposed Fee			

5.8 Federal Contract Requirements

The selected OPM shall comply with all applicable provisions of 2 CFR Part 200, including the contract clauses in Appendix II to Part 200. Proposers shall complete and sign *Attachment A Certification Regarding Lobbying* and *Attachment C Debarment, Conflict of Interest, and Proposer Certifications*.

FEDERAL CONTRACT REQUIREMENTS AND REQUIRED CERTIFICATIONS

Proposers shall provide the following documentation, as applicable, to demonstrate compliance with federal procurement requirements and applicable funding conditions.

- **Business Classification and Certification Documentation (If Applicable)**

Proposers claiming Alaska Native (AN), American Indian (AI), Small Business, Minority-Owned Business, or Women-Owned Business status shall provide documentation supporting the claimed classification.

Acceptable documentation may include, but is not limited to:

i. Tribal enrollment, ownership, or certification documentation, as applicable;
ii. Small Business Administration (SBA) certification or registration records;
iii. Applicable federal, state, or recognized third-party business certifications;
iv. Articles of Incorporation or other organizational documents establishing ownership; or
v. Other verifiable documentation supporting the claimed business classification.

Documentation shall clearly identify the business entity and substantiate the classification being claimed.

Business classification information may be used to support applicable federal procurement reporting, outreach, and contracting requirements. Any preference or evaluation consideration based on business classification shall apply only where expressly authorized by applicable law, funding requirements, and the evaluation criteria established in this RFP.

- **Certification Regarding Lobbying and Disclosure (Attachment A)**

Proposers shall submit a completed and signed Certification Regarding Lobbying, included as Attachment A, when required by applicable federal funding provisions.

For covered transactions exceeding $100,000, the certification shall address compliance with 31 U.S.C. § 1352 and applicable implementing regulations.

Where required, proposers shall also submit Standard Form LLL, Disclosure of Lobbying Activities, identifying lobbying activities conducted with non-federal funds in connection with the covered federal transaction.

The selected Design-Builder shall comply with applicable lobbying certification and disclosure requirements throughout the Contract and shall ensure that required certifications and disclosures are obtained from covered lower-tier subcontractors and other applicable parties.

5.9 Additional Information

5.9.1 Design-Builder Prequalification and Surety Bonding Capacity

As part of its Statement of Qualifications and Proposal, the Design-Builder shall demonstrate its financial qualifications and ability to obtain the performance and payment bonds required under this RFP and the resulting Design-Build Agreement.

Each Proposer shall submit a letter issued by an authorized representative of its proposed surety company confirming the following:

1. **Surety Licensing and Authorization:** The surety is duly licensed and authorized to transact surety business in the State of Alaska.

2. **U.S. Treasury Certification:** The surety is listed in the most current U.S. Department of the Treasury Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and* maintains an underwriting limitation sufficient to support the bonding requirements of the Project.

3. **Financial Strength and Stability:** 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. **Project Review and Surety Support:** The surety has reviewed the proposed Project scope and anticipated contractual obligations and confirms its willingness to support the Design-Builders participation in and performance of the Project, subject to customary underwriting requirements.

5. **Bonding Capacity:** The Design-Builder possesses sufficient single-project and aggregate bonding capacity to support the anticipated Guaranteed Maximum Price (GMP) and successfully fulfill the Project's contractual obligations.

6. **Performance and Payment Bond Commitment:** The surety confirms its willingness and anticipated ability to issue the required Performance Bond and Payment Bond upon execution of the GMP Amendment to the Design-Build Agreement, subject to final underwriting approval and satisfaction of applicable bonding requirements.

7. **Bonding Capacity Verification:** The surety letter shall identify the Design-Builders current single-project bonding limit and aggregate bonding capacity, including any existing bonded commitments that may affect the firm's ability to obtain the required bonds for this Project.

8. **Surety Contact Information:** The Proposer shall provide the surety company's legal name, business address, and contact information for the authorized surety representative or agent issuing the letter. CITC reserves the right to independently verify the information provided.

9. **Bonding Requirements and Coverage:** The Design-Builder shall acknowledge its ability to furnish Performance and Payment Bonds in the amounts and forms required by the RFP, the resulting Design-Build Agreement, and applicable federal funding requirements. The bonds shall remain effective for the periods specified in the Contract Documents.

Reservation of Rights: CITC reserves the right to request additional documentation or clarification regarding the Proposer's financial qualifications, surety arrangements, and bonding capacity. CITC may determine a Proposal to be nonresponsive or a Proposer to be non-responsible if the demonstrated surety qualifications, financial capacity, or bonding support are insufficient to meet the requirements of the Project, subject to applicable procurement requirements.

5.9.2 Performance and Payment Bond Requirements

Upon execution of the Guaranteed Maximum Price (GMP) Amendment, or any subsequent amendment establishing a GMP for the Project, the Design-Builder shall furnish Performance and Payment Bonds, each in a penal sum equal to one hundred percent (100%) of the approved GMP.

The Design-Builder shall provide the following bonds:

1. **Performance Bond:** A Performance Bond guaranteeing the faithful execution, performance, and completion of all Work required under the Design-Build Agreement, GMP Amendment, and applicable Contract Documents, including approved modifications and changes to the Work.

2. **Payment Bond:** A Payment Bond guaranteeing payment to subcontractors, suppliers, laborers, and other eligible parties furnishing labor, materials, equipment, or services in connection with the Project, in accordance with applicable contractual and statutory requirements.

Bonding Conditions and Requirements

All required Performance and Payment Bonds shall comply with the following conditions:

1) **Surety Requirements:** Bonds shall be issued by the surety identified in the Design-Builders Proposal, unless an alternative surety is approved in writing by Cook Inlet Tribal Council (CITC). All sureties shall satisfy the qualification and financial requirements established in this RFP.

2) **Oblige Designation:** CITC shall be identified as the oblige on each required bond.

3) **Bond Duration and Coverage:** Bonds shall remain valid and enforceable throughout the performance and completion of the Project, including applicable warranty and correction periods, to the extent required by the Design-Build Agreement and applicable bond forms.

4) **Bond Forms and Execution:** Bonds shall be executed on forms acceptable to CITC and signed by duly authorized representatives of the Design-Builder and surety. Supporting documentation establishing the surety representative's authority shall be provided as required.

5) **Adjustments to Bond Coverage:** The Design-Builder shall maintain bonding coverage consistent with the contractual requirements throughout the Project. Any modifications to the GMP or Contract Sum requiring adjustments to the penal sum of the bonds shall be addressed through appropriate bond riders, endorsements, or replacement bonds, subject to CITC's approval.

6) **Submission and Approval:** The Design-Builder shall submit the required bonds to CITC for review and approval before commencing construction activities authorized under the GMP Amendment.

7) **Surety Notification:** The Design-Builder shall promptly notify CITC in writing of any material change in its bonding capacity, surety relationship, or circumstances that may adversely affect the validity or enforceability of the required bonds.

8) **Bonding Costs:** All costs associated with obtaining, maintaining, modifying, or replacing the required Performance and Payment Bonds shall be clearly identified in the Design-Builders' GMP Proposal and included within the approved GMP, unless otherwise authorized in writing by CITC.

9. **Failure to Maintain Required Bonds:** Failure to furnish or maintain the required bonds in accordance with the Contract Documents may constitute grounds for withholding authorization to proceed with affected Work or pursuing other remedies available to CITC under the Design-Build Agreement, subject to applicable notice and cure provisions.

Notice to Proceed: CITC shall not issue a Notice to Proceed for construction activities governed by the GMP Amendment until all required Performance and Payment Bonds have been received, reviewed, and approved by CITC.

5.9.3 Failure to Provide Required Bonds

The selected Design-Builder shall furnish all required Performance and Payment Bonds within the timeframe established by Cook Inlet Tribal Council (CITC) following execution of the Guaranteed Maximum Price (GMP) Amendment.

Failure to provide the required bonds within the specified timeframe, or failure to satisfy the bonding requirements established in this RFP and the resulting Design-Build Agreement, may constitute grounds for the following actions, as applicable:

1) **Contractual Default:** CITC may determine that the Design-Builder has failed to fulfill its contractual obligations, subject to applicable notice and cure provisions.

2) **Termination of Agreement:** CITC may exercise its contractual right to terminate the Design-Build Agreement in accordance with its terms and applicable law.

3) **Alternative Contractor Selection:** CITC may pursue an alternative procurement or contractor selection process, including consideration of another qualified Proposer, where permitted under applicable procurement requirements.

4) **Additional Remedies:** CITC reserves the right to pursue any other remedies available under the RFP, Design-Build Agreement, applicable funding requirements, or governing law.

All determinations and actions shall be made in accordance with applicable contractual provisions, procurement requirements, and governing law.

5.9.4 Certificate of Insurance or Letter of Intent

As part of its Proposal submission, the Proposer shall provide documentation demonstrating its ability to obtain and maintain the insurance coverage required for the K'teya Cultural Center Project.

The Proposer shall submit one of the following:

1) **Certificate of Insurance:** A current Certificate of Insurance identifying the Proposer's existing insurance coverage, including applicable policy types, coverage limits, and policy effective dates.

2) **Letter of Intent to Insure:** A letter issued by an authorized insurance company or insurance broker confirming the Proposer’s insurability and anticipated ability to obtain the insurance coverage required under the RFP and resulting Design-Build Agreement.

3) All insurance documentation shall be consistent with the requirements outlined in **Section 9 – Insurance Requirements** of this RFP.

CITC reserves the right to request additional insurance documentation or verification to confirm the Proposer's ability to satisfy the Project's insurance requirements prior to contract execution.

5.9.5 Insurance Verification and Compliance

1) **Insurance Carrier Qualifications:** All required insurance coverage shall be provided by insurers authorized to conduct business in the State of Alaska and meeting the financial strength requirements established in the RFP and resulting Design-Build Agreement.

2) **Evidence of Required Coverage:** Prior to commencement of applicable Project activities, the selected Design-Builder shall provide satisfactory evidence of all required insurance coverage, including applicable endorsements and additional insured provisions, as required by the Contract Documents.

3) **Continuous Insurance Coverage:** The Design-Builder shall maintain all required insurance coverage throughout the applicable Project duration and provide updated Certificates of Insurance upon policy renewal or as otherwise requested by CITC.

Failure to Maintain Insurance: Failure to obtain or maintain the required insurance coverage may constitute grounds for withholding authorization to commence or continue affected Work, suspension of Work, or other contractual remedies available to CITC, subject to applicable notice and cure provisions.

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 – 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. Proposal Content and Format Requirements

6.1 Proposal Evaluation and Selection Process

Proposals received in response to this Request for Proposals (RFP) shall be reviewed and evaluated by an Evaluation Committee designated by Cook Inlet Tribal Council (CITC).

The Evaluation Committee shall evaluate proposals in accordance with the evaluation criteria, scoring methodology, and selection procedures established in this RFP. Each committee member shall independently evaluate and score responsive proposals against the published evaluation criteria. Individual scores shall then be compiled and averaged to determine the overall evaluation results.

CITC intends to select the responsible Proposer whose proposal is determined to be most advantageous to the Project, taking into consideration the established evaluation criteria, qualifications, technical approach, relevant experience, proposed compensation information where requested, and overall ability to successfully deliver the Project.

6.2 Proposal Responsiveness and Completeness

Each Proposer is responsible for submitting a complete, accurate, and responsive proposal that addresses all applicable requirements of this RFP.

Failure to provide required documentation, certifications, or other requested information may result in a proposal being determined non-responsive and excluded from further consideration.

CITC reserves the right, to the extent permitted by applicable procurement requirements, to request clarification of submitted information or waive minor administrative irregularities that do not materially affect the evaluation, competitive fairness, or requirements of the solicitation.

Each proposal shall be evaluated independently on its own merits and in accordance with the requirements, terms, conditions, and evaluation criteria established in this RFP.

6.3 Initial Compliance and Responsibility Review

Prior to detailed evaluation and scoring, CITC shall conduct an initial review of each proposal to determine compliance with applicable submission requirements and minimum qualifications.

The review may include verification of:

- Proposal completeness and required documentation;
- Required licenses, registrations, and certifications;
- Applicable insurance and bonding qualifications;
- Relevant experience and demonstrated capability;
- Compliance with applicable federal procurement requirements;
- Eligibility to participate in federally funded contracts; and
- Debarment or suspension status through the federal System for Award Management (SAM.gov), as applicable.

Proposers determined to be ineligible, materially nonresponsive, or otherwise disqualified under applicable procurement requirements may be excluded from further evaluation.

Where CITC recommends disqualification, written notice identifying the basis for the determination shall be provided within two (2) business days of the determination.

The affected Proposer shall have three (3) business days following receipt of the notice to submit a written response or supporting clarification for CITC's consideration.

This opportunity to respond shall not permit material revisions to a proposal or the submission of a substantially new proposal after the established deadline.

6.4 Proposal Evaluation and Scoring

Proposals that satisfy the initial compliance review shall be evaluated using the criteria and relative weights identified in the Evaluation Criteria section of this RFP.

Each Evaluation Committee member shall independently assign scores based on the information submitted and the established scoring methodology.

Individual scores shall be compiled and averaged to determine each Proposer's overall evaluation score.

The Evaluation Committee may consider both objective and qualitative factors when applying the published criteria. Professional judgment shall be exercised consistently, fairly, and in accordance with the stated evaluation methodology.

CITC shall maintain appropriate documentation of the evaluation process, including scoring records, evaluation summaries, and the basis for the selection recommendation.

6.5 Exceptions and Deviations

Any proposed exceptions, qualifications, or deviations from the requirements, terms, or conditions of this RFP shall be clearly identified in a separate document submitted on the Proposer's official letterhead and included with the proposal.

Exceptions or deviations shall not be inserted directly into or used to modify the RFP documents.

Each proposed exception shall identify the applicable RFP provision, describe the requested modification, and provide sufficient explanation for CITC's review.

CITC reserves the right to accept or reject proposed exceptions or deviations, subject to applicable procurement requirements.

Material exceptions that alter essential RFP requirements, compromise competitive fairness, or prevent meaningful comparison of proposals may result in a determination that the proposal is nonresponsive.

6.6 Reservation of Right

CITC reserves the right, to the extent permitted by applicable laws, funding requirements, and procurement policies, to reject any or all proposals; cancel or amend this solicitation; request permitted clarifications; waive minor administrative irregularities; and negotiate contract terms with the selected Proposer.

Issuance of this RFP and evaluation of proposals do not obligate CITC to award a contract. Any award shall be subject to successful contract negotiations, availability of funding, and required CITC approvals.

6.7 Selection Criteria

Evaluation Criteria and Scoring
Cook Inlet Tribal Council (CITC) shall evaluate proposals based on the qualifications, demonstrated experience, technical approach, proposed fee structure, and overall capability of each Proposer to successfully complete the K'teya Cultural Center Project.

The Evaluation Committee shall consider information provided in the written proposals, verified references, and interviews, if conducted, in accordance with the evaluation procedures established in this RFP.

Proposals shall be evaluated using the following criteria and maximum point allocations:

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 Proposal and Compensation Structure	*{10}*	
Alaska Native/American Indian preference (Small, Minority, and Women-Owned Business may be considered)	*{5}*	
Total	**100**	

1) <u>Qualifications, Relevant Experience, and Bonding Capability — 35 Points</u>

Proposals shall be evaluated based on the qualifications, relevant experience, technical expertise, and demonstrated capabilities of the proposed Design-Build Team.

Consideration shall include:

- Successful completion of commercial, institutional, cultural, or community facilities of comparable size, scope, and complexity.
- Demonstrated experience with Design-Build delivery and Guaranteed Maximum Price (GMP) contracting.
- Qualifications and relevant experience of proposed key personnel, including the Project Manager, Superintendent, and other designated Project leadership.
- Demonstrated ability to manage subcontractors, schedules, budgets, quality control, and construction risks.
- Experience administering projects subject to federal funding requirements, where applicable.
- Demonstrated financial capacity and ability to obtain required Performance and Payment Bonds.

2) <u>References and Past Performance — 15 Points</u>

Proposals shall be evaluated based on the quality and relevance of submitted references and demonstrated performance on comparable projects.

Consideration shall include:

- Client satisfaction and overall Project performance.
- Ability to complete projects within approved budgets and schedules.

- Quality of workmanship and responsiveness to Project requirements.
- Communication, coordination, and problem-solving capabilities.
- Management of change orders, claims, and Project closeout.
- Willingness of previous clients to recommend or engage the Proposer for future projects.
- CITC reserves the right to contact references and verify information provided in the proposal.

3) Project Understanding, Technical Approach, and Execution Plan — 35 Points

Proposals shall be evaluated based on the Proposer's understanding of the K'teya Cultural Center Project and the proposed approach to successfully completing the required scope of work.

Consideration shall include:

- Demonstrated understanding of the Project objectives, scope, requirements, and anticipated challenges.
- Proposed approach to Pre-Construction Services, design coordination, estimating, value engineering, and GMP development.
- Construction management methodology, including scheduling, procurement, subcontractor coordination, and quality assurance.
- Identification of potential Project risks and proposed mitigation strategies.
- Approach to cost control, transparency, change management, and contingency administration.
- Communication and coordination with CITC, the Design Team, and other Project stakeholders.
- Proposed approach to maintaining Project continuity, minimizing delays, and achieving required milestones.
- Understanding of applicable federal, state, and local construction requirements.

4) Proposed Fee Structure — 10 Points

Proposals shall be evaluated based on the competitiveness, clarity, reasonableness, and transparency of the proposed fee structure, as requested in this RFP.

Consideration shall include:

- Proposed construction overhead and profit fee structure.
- Proposed General Conditions and General Requirements cost methodology.
- Transparency of proposed rates, markups, and other applicable charges.
- Consistency with the compensation limitations established in this RFP.
- Overall cost management approach and demonstrated ability to develop a reasonable and supportable GMP.

- The final Construction GMP shall be developed and negotiated during the Pre-Construction Phase and is not required as part of the initial proposal.
- All Proposers shall be evaluated using the same required fee submission format and published scoring methodology.

5) Alaska Native/American Indian Business Preference — 5 Points

Subject to confirmation of eligibility under applicable federal funding requirements and CITC procurement policies.

Where authorized by applicable law and funding requirements, eligible Alaska Native/American Indian-owned business enterprises may receive evaluation consideration based on verified business ownership or classification.

Proposers seeking consideration under this criterion shall provide appropriate documentation supporting the claimed classification.

Consideration of Small, Minority-Owned, and Women-Owned Business enterprises shall be administered in accordance with applicable procurement requirements.

No preference points shall be awarded unless the preference is expressly authorized, and the applicable eligibility and scoring procedures have been established in this RFP.

6.8 Evaluation Results and Selection

Each Evaluation Committee member shall independently score responsive proposals against the established evaluation criteria.

Individual scores shall be compiled and averaged to determine the overall evaluation score for each Proposer.

CITC may conduct interviews or request clarifications in accordance with the evaluation procedures established in this RFP.

Final selection shall be based on the published evaluation criteria and the determination of the Proposer whose proposal is most advantageous to CITC and the Project.

Selection shall be subject to successful contract negotiations, required approvals, and execution of the applicable Design-Build Agreement.

6.9 Interviews

INTERVIEWS AND FINAL EVALUATION SCORING

CITC reserves the right to invite the highest-scoring Proposers to participate in interviews as part of the evaluation and selection process. Interviews may be conducted to further assess each Proposer's qualifications, relevant experience, Project understanding, proposed approach, and ability to successfully execute the Project.

Following completion of the interviews, Evaluation Committee members may adjust their initial proposal scores based on information obtained during the interview process. Any adjustments shall be made using the established evaluation criteria and point allocations identified in this RFP.

Final scores shall be compiled and averaged to determine the Proposers' final rankings. CITC reserves the right to make a selection based solely on written proposals without conducting interviews.

6.10 Selection

Upon completion of proposal evaluation, required due diligence, and the applicable selection process, CITC shall provide written notification of the results to all Proposers who submitted a proposal.

Notification shall identify the outcome of the procurement process and may include additional information as determined appropriate by CITC and applicable procurement requirements.

Upon written request, CITC will make reasonable efforts to provide a debriefing to awarded and non-awarded Proposers within five (5) business days following contract award.

Debriefings may address the requesting Proposer's evaluation results and general areas of strength or weakness but shall not require disclosure of confidential, proprietary, or otherwise protected information submitted by competing Proposers.

6.11 Contract Negotiation

Following completion of the evaluation process, CITC shall identify the responsible Proposer whose proposal is determined to be most advantageous to the Project in accordance with the published evaluation criteria.

Selection of a preferred Proposer shall not constitute authorization to begin construction or a commitment by CITC to accept a proposed contract price.

CITC intends to negotiate a Design-Build Agreement with the selected Proposer, including the scope, compensation, schedule, and deliverables for Pre-Construction Services.

The Construction Guaranteed Maximum Price (GMP) shall be developed and negotiated during the Pre-Construction Phase and established through a subsequent GMP Amendment.

If CITC and the selected Proposer are unable to reach mutually acceptable contract terms, CITC reserves the right, consistent with applicable procurement requirements, to discontinue negotiations and pursue other available procurement options.

Any contract award shall be contingent upon execution of a written agreement by authorized representatives of CITC and the selected DESIGN-BUILDER.

6.12 Protest Procedures

A Proposer may protest the award of a contract or the proposed award of a contract. The protest must be filed in writing and include the following information:

- Name, address, and telephone number of the protester.
- Signature of the protester or the protester's representative.
- Subject line of communication should identify the RFP name.
- Detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- Forms of relief requested.

Protests must be submitted to the identified CITC contact within 5 business days of Notice of Intent to Award date noted in Section 2.4 of this RFP. Only proposers that submitted a valid proposal may file a protest.

Section 7. Contract

7.1 Contract Execution

Issuance of this Request for Proposals (RFP), submission of a proposal, or notification of selection shall not constitute a binding contractual obligation between Cook Inlet Tribal Council (CITC) and any Proposer.

Following completion of the evaluation and selection process, CITC intends to negotiate and execute a written Design-Build Agreement with the selected Proposer. The agreement shall establish the applicable terms and conditions, scope of services, responsibilities, compensation, Project requirements, Liquid Damages, and other contractual obligations of the parties.

The initial agreement shall address Pre-Construction Services, with the Construction Guaranteed Maximum Price (GMP) to be developed and negotiated during the Pre-Construction Phase and incorporated through a subsequent GMP Amendment.

No contractual obligation to perform services shall arise until the applicable written agreement has been approved and executed by authorized representatives of both parties. No construction work shall commence without the required written authorization from CITC.

The executed agreement shall include applicable provisions governing indemnification, insurance, insurance, bonding, performance, payment, compliance, and other Project-specific requirements.

7.2 Indemnification Requirements

7.2.1 General Liability Indemnification

To the fullest extent permitted by applicable law, the Design-Builder shall indemnify, defend, and hold harmless Cook Inlet Tribal Council (CITC), its governing body members, officers, directors, employees, agents, authorized representatives, successors, and assigns (collectively, the "Indemnified Parties") from and against claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of the Work, but only to the extent caused by the negligent acts or omissions, willful misconduct, or other legally actionable conduct of the DESIGN-BUILDER, its subcontractors of any tier, consultants, employees, agents, or other persons or entities for whom the Design-Builder is legally responsible.

The Design-Builders indemnification obligations shall apply to claims involving bodily injury, sickness, disease, death, or damage to tangible property, including loss of use resulting therefrom, to the extent attributable to the Design-Builder or parties for whom it is legally responsible.

The Design-Builder shall not be required to indemnify, defend, or hold harmless any Indemnified Party for claims, damages, losses, or expenses to the extent caused by the negligence or willful misconduct of that Indemnified Party, or where such indemnification is otherwise prohibited by applicable law.

These obligations shall not negate, limit, or reduce any other rights or remedies available to CITC under the Contract Documents or applicable law.

7.2.2 Professional Liability Indemnification

To the fullest extent permitted by applicable law, the Design-Builder shall indemnify and hold harmless CITC and the other Indemnified Parties from and against damages, losses, liabilities, and reasonable expenses, including attorneys' fees, arising from negligent acts, errors, or omissions in the performance of professional design, engineering, architectural, or other professional services provided under the Design-Build Agreement.

The Design-Builders indemnification obligations shall apply only to the extent such damages, losses, or expenses are attributable to the professional negligence of the DESIGN-BUILDER, its design professionals, consultants, subconsultants, or other parties for whom the Design-Builder is legally responsible, based upon their respective comparative fault.

The Design-Builder shall not be required to indemnify CITC or any other Indemnified Party for damages attributable to that party's own negligence or willful misconduct.

The professional liability indemnification obligations shall not extend beyond the applicable statutory limitation or repose period governing claims for professional negligence.

7.2.3 Relationship to Insurance Requirements

The indemnification obligations established in the executed Design-Build Agreement shall be independent of, and shall not be limited solely by, the insurance coverage or policy limits required under the Contract Documents, except as otherwise required by applicable law.

The Design-Builder shall maintain the insurance coverage required by the Contract Documents, including applicable Commercial General Liability, Workers' Compensation, Automobile Liability, and Professional Liability coverage.

The Design-Builder shall ensure that subcontractors and consultants maintain appropriate insurance coverage consistent with their respective scopes of work and applicable contractual requirements.

7.2.4 Applicable Law and Contract Requirements

All indemnification, defense, and insurance provisions shall be interpreted and enforced in accordance with applicable Alaska law, federal funding requirements, and the terms of the executed Design-Build Agreement.

Nothing in this RFP or the resulting agreement shall be construed as requiring indemnification prohibited by applicable law.

Nothing in this section shall constitute a waiver of any sovereign immunity, governmental immunity, or other legal protection available to CITC, except to the extent expressly authorized in a duly executed written agreement by an authorized representative of CITC.

Section 8. Other Terms, Conditions, and General Provisions

8.1 Nature of Solicitation

This Request for Proposals (RFP) constitutes a solicitation for competitive proposals and does not represent an offer to contract or create any contractual obligation on behalf of Cook Inlet Tribal Council (CITC).

CITC reserves the right to negotiate final contract terms, including scope of services, compensation, Project Schedule, and other applicable requirements, with the selected Proposer, consistent with the procurement procedures and evaluation criteria established in this RFP.

No contractual obligation shall exist until a written agreement has been approved and executed by authorized representatives of both parties.

8.2 Project Information and Modifications

The Project information, scope, program requirements, and anticipated schedule presented in this RFP reflect CITC's current understanding of the Project and may be subject to refinement during the procurement and Pre-Construction phases.

Any material changes to the solicitation requirements during the procurement period shall be communicated to Proposers through a formal written addendum.

Following contract execution, modifications to the Project scope, compensation, or schedule shall be administered in accordance with the executed Contract Documents.

8.3 Proposal Preparation Costs

All costs incurred in preparing, developing, submitting, or presenting a proposal in response to this RFP, including participation in interviews, site visits, and negotiations, shall be the sole responsibility of the Proposer.

CITC shall not be liable for any costs or expenses incurred by a Proposer before execution of a written agreement.

8.4 Reservation of Rights

CITC reserves the right, to the extent permitted by applicable procurement policies, funding requirements, and law, to:

- Reject any or all proposals;
- Waive minor administrative irregularities that do not materially affect competitive fairness;
- Request clarification or verification of submitted information;
- Evaluate Proposer qualifications and references;

- Negotiate contract terms with the selected Proposer;
- Amend or cancel this solicitation;
- Extend the proposal submission deadline; and
- Pursue an alternative procurement method when authorized by applicable requirements.

All procurement decisions shall be made in accordance with the published evaluation criteria, applicable procurement procedures, and funding requirements.

8.5 Proposal Withdrawal and Modification

A Proposer may withdraw or modify its submitted proposal before the established submission deadline by providing written notice to the designated CITC procurement contact.

Following the submission deadline, proposals may not be withdrawn or materially modified without CITC's prior written approval, subject to applicable procurement requirements.

Any authorized clarification or modification shall be documented in the procurement record.

8.6 Non-Collusion and Fair Competition

Proposers shall prepare and submit their proposals independently and without collusion, fraud, or improper coordination with competing Proposers.

Any agreement, arrangement, or communication intended to improperly restrict competition, manipulate pricing, influence the selection process, or otherwise compromise procurement integrity is prohibited.

CITC reserves the right to reject proposals where credible evidence establishes prohibited collusion or other procurement misconduct, subject to applicable law and procurement requirements.

8.7 Subcontracting Requirements

The selected Design-Builder shall remain fully responsible for the performance, coordination, quality, and contractual compliance of all work performed by its subcontractors and consultants.

The Design-Builder shall obtain CITC's prior written approval for subcontracting arrangements when required by the Contract Documents.

Subcontracting shall not relieve the Design-Builder of its obligations under the executed agreement.

All subcontractors shall comply with applicable Project requirements, including relevant federal, state, local, insurance, bonding, safety, and labor requirements.

8.8 Conflicts of Interest

Proposers shall disclose any actual, potential, or apparent conflict of interest involving CITC employees, governing body members, Project representatives, consultants, or other individuals participating in the procurement process.

Such disclosure shall include relevant financial, business, personal, or familial relationships that could reasonably affect, or appear to affect, the integrity of the procurement.

CITC shall review disclosed conflicts in accordance with its procurement policies and applicable funding requirements.

A Proposer may be disqualified when a conflict cannot be appropriately resolved or mitigated.

Any permitted waiver or mitigation measure shall be documented and approved by CITC in accordance with applicable requirements.

8.9 Proposer Information and Confidentiality

CITC reserves the right to request, verify, and consider information reasonably necessary to evaluate a Proposer's qualifications, financial responsibility, experience, technical capabilities, and ability to perform the required services.

Information submitted in response to this RFP shall be handled in accordance with applicable confidentiality requirements, CITC policies, and federal funding obligations.

Proposers shall clearly identify information they consider proprietary or confidential.

CITC will take reasonable measures to protect appropriately designated confidential information; however, confidentiality shall be subject to applicable laws, grant conditions, audit requirements, and authorized governmental oversight.

Submission of a proposal shall not prevent CITC from disclosing information when required by applicable law or funding requirements.

8.10 RFP Addenda and Deadline Modifications

CITC reserves the right to issue written addenda to clarify, modify, or supplement the requirements of this RFP.

All formal addenda shall be made available to Proposers through the designated procurement communication process.

CITC may extend the proposal submission deadline when necessary to allow sufficient time for Proposers to review and respond to material changes.

Proposers are responsible for reviewing and acknowledging all applicable addenda as required by the RFP submission instructions.

8.11 Invoicing, Payment, and Expense Reimbursement

The selected Design-Builder shall submit invoices or payment applications on a monthly basis in accordance with the executed Design-Build Agreement and applicable funding requirements.

Each invoice or payment application shall include sufficient documentation to substantiate the services performed, or construction work completed during the applicable billing period.

Documentation shall include, as applicable:

1) Project and applicable grant identification;

2) Billing period and dates of services performed;

3) Description of services or construction activities completed;

4) Labor hours and applicable rates for time-based services;

5) Approved reimbursable costs;

6) Supporting subcontractor and supplier documentation;

7) Approved change orders and adjustments; and

8) Other documentation required by the Contract Documents.

Construction-phase payment applications shall be supported by the approved Schedule of Values and other documentation required under the GMP Amendment.

CITC shall review submitted invoices and payment applications for accuracy, completeness, and contractual compliance.

CITC shall pay properly submitted and approved undisputed amounts within thirty (30) calendar days of receipt, subject to applicable contractual and funding requirements.

Business, travel, lodging, meals, or other incidental expenses shall not be separately reimbursable unless expressly authorized in writing by CITC.

8.12 Ownership of Project Documents and Work Products

Unless otherwise expressly provided in the executed agreement, Project-specific documents, reports, drawings, specifications, schedules, records, and other deliverables prepared specifically for CITC under the Contract shall be provided to CITC and may be used by CITC for the Project.

Ownership and permitted use of architectural, engineering, and other professional design documents shall be governed by the intellectual property and licensing provisions of the executed Design-Build Agreement.

Pre-existing intellectual property, proprietary methodologies, software, standard details, and other materials developed independently of the Project shall remain the property of their respective owners unless otherwise agreed in writing.

Materials and equipment purchased for incorporation into the Project shall become the property of CITC in accordance with the applicable Contract Documents and payment provisions.

The Design-Builder shall provide all required Project records and closeout documentation in accordance with the executed agreement.

8.13 Termination for Convenience

CITC reserves the right to terminate the resulting agreement, in whole or in part, for convenience and without cause upon fifteen (15) calendar days prior written notice to the DESIGN-BUILDER.

Upon receipt of a termination notice, the Design-Builder shall discontinue affected services or work as directed by CITC, take reasonable measures to protect completed work and Project property, and cooperate in the orderly transition or closeout of affected activities.

Upon termination for cause, CITC's remedies shall include completing the Work by any reasonable means (including through the Construction Manager's surety) and back-charging the Construction Manager for any resulting cost in excess of the unpaid balance of the Contract Sum.

Compensation following termination shall be determined in accordance with the executed agreement and shall be limited to properly performed and authorized work, eligible costs, and other amounts expressly payable under the Contract Documents.

The Design-Builder shall not be entitled to anticipated profit on unperformed work unless expressly required by applicable law or the executed agreement.

8.13.1 Required Documentation Prior to Contract Execution

Prior to execution of the applicable agreement, the selected Proposer shall provide CITC with the following documentation, as required:

1) Certificates of Insurance demonstrating compliance with the insurance requirements established in this RFP;

2) Completed IRS Form W-9;

3) Evidence of required professional and contractor licenses;

4) Applicable bonding or surety documentation;

5) Required federal certifications and disclosures; and

6) Any additional documentation reasonably necessary to establish contractual eligibility and compliance.

Failure to provide required documentation within the time established by CITC may result in discontinuation of contract negotiations or other action permitted under the RFP and applicable procurement requirements.

Section 9. Insurance

The selected Design-Builder shall procure and maintain, at its own expense, insurance coverage sufficient to protect Cook Inlet Tribal Council (CITC), the DESIGN-BUILDER, and other applicable Project participants against risks arising from the performance of services and construction activities associated with the K'teya Cultural Center Project.

Insurance shall be issued by companies authorized to conduct business in the State of Alaska and possessing an A.M. Best financial strength rating of A- VII or better, unless otherwise approved in writing by CITC.

Proposers shall provide evidence of insurability or a letter of intent from an insurance provider with their proposal, as required by this RFP. The selected Design-Builder shall provide certificates of insurance and required endorsements before commencing the applicable insured activities.

All required insurance shall remain in effect for the periods specified in this section and the executed Contract Documents.

9.1 Commercial General Liability

The Design-Builder shall maintain Commercial General Liability (CGL) insurance written on an occurrence basis, providing coverage no less broad than Insurance Services Office (ISO) Form CG 00 01 04/13 or its equivalent.

Minimum limits shall be:

Coverage	**Minimum Required Limit**
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate (Per Project)	$2,000,000
Products and Completed Operations Aggregate	$2,000,000

The CGL policy shall include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability to the extent covered under the policy.

The policy shall not contain exclusions or restrictions that materially impair coverage for the following exposures applicable to the Project:

1) Claims between insured parties otherwise covered by the policy.
2) Property damage arising from work performed by subcontractors, including the applicable subcontractor exception to the Damage to Your Work exclusion.
3) Contractual liability for insured contracts, to the extent provided by the policy.
4) Bodily injury claims involving third parties.

5) Covered indemnity claims arising from employee injuries.
6) Earth movement or subsidence arising from construction operations.
7) Explosion, collapse, and underground construction hazards.
8) Construction means, methods, techniques, sequences, and procedures, to the extent covered by the CGL policy.
9) Products and completed operations.

Any material exclusion affecting required Project operations shall be disclosed to CITC for review and approval.

9.2 Workers' Compensation and Employer's Liability

The Design-Builder shall maintain Workers' Compensation insurance in accordance with the statutory requirements of the State of Alaska and any other applicable jurisdiction.

Coverage shall extend to all employees performing work under the Contract, including leased or borrowed employees where required by law.

Minimum coverage requirements shall be:

Coverage	**Minimum Required Limit**
Workers' Compensation	Statutory Limits
Employers' Liability – Each Accident	$1,000,000
Employers' Liability – Disease, Policy Limit	$1,000,000
Employers' Liability – Disease, Each Employee	$1,000,000

The Design-Builder shall require subcontractors to maintain applicable Workers' Compensation and Employers' Liability insurance.

9.3 Business Auto Coverage

The Design-Builder shall maintain Business Automobile Liability insurance providing coverage no less broad than ISO Form CA 00 01 or its equivalent.

Coverage shall apply to all owned, hired, and non-owned vehicles used in connection with the Project.

The minimum combined single limit shall be:
$1,000,000 per accident for bodily injury and property damage.

The policy shall include applicable statutorily required automobile coverage and pollution-related automobile exposures where relevant to the Project operations and available under the policy.

9.4 Commercial Umbrella or Excess Liability

The Design-Builder shall maintain Commercial Umbrella or Excess Liability insurance providing coverage at least as broad as the underlying Commercial General Liability, Business Automobile Liability, and Employers' Liability policies, subject to the terms of the excess policy.

Minimum limits shall be:

Coverage	**Minimum Required Limit**
Each Occurrence	$10,000,000
Personal and Advertising Injury	$10,000,000
Aggregate, Where Applicable	$10,000,000

Umbrella or Excess Liability coverage shall follow form over the applicable underlying policies or otherwise provide equivalent protection acceptable to CITC.

9.5 Professional Liability and/or Errors & Omissions

Where the Design-Builder or its subcontractors, consultants, architects, or engineers perform professional services associated with the Project, the responsible parties shall maintain Professional Liability / Errors and Omissions insurance.

Minimum coverage shall be:

Coverage	**Minimum Required Limit**
Each Claim	$1,000,000
Maximum Deductible	$25,000

The Design-Builder shall be responsible for deductibles applicable to its required coverage.

Professional Liability insurance shall cover negligent acts, errors, and omissions arising from professional services performed in connection with the Project.

For claims-made coverage, the retroactive date shall precede commencement of the applicable professional services. Coverage shall be maintained, or an appropriate extended reporting period obtained, for the duration required by the executed Contract Documents, subject to applicable policy availability and legal requirements.

Professional Liability and Pollution Liability insurance may be provided through a combined policy with minimum limits of $4,000,000 per claim and $4,000,000 aggregate, provided the combined coverage satisfies the requirements of Sections 9.5 and 9.6.

9.6 Pollution Liability

Where the Project scope involves activities presenting pollution-related exposures, including transportation, handling, storage, release, or remediation of pollutants, the Design-Builder shall maintain appropriate Contractors Pollution Liability insurance.

Minimum limits shall be:

Coverage	**Minimum Required Limit**
Each Claim or Occurrence	$2,000,000
Annual Aggregate	$2,000,000

Coverage shall apply to covered pollution conditions arising from applicable Project operations.

For claims-made policies, the retroactive date shall precede the commencement of covered activities.

Coverage shall be maintained during the applicable work and for not less than thirty-six (36) months following completion, or such longer period as expressly required by the Contract Documents and available through commercially obtainable coverage.

A combined Professional Liability and Pollution Liability policy may be accepted when it satisfies the coverage requirements and combined limits specified in Sections 9.5 and 9.6.

9.7 Network Security / Privacy Liability (“Cyber”)

The Design-Builder shall maintain Network Security and Privacy Liability insurance where required by the Contract Documents to address risks associated with access to, processing of, or storage of CITC's confidential or legally protected information.

Minimum limits shall be:

Coverage	**Minimum Required Limit**
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

Coverage shall include, where applicable:

1) Unauthorized access to protected information;
2) Privacy and network security liability;
3) Data breaches and unauthorized disclosure;
4) Breach response and notification expenses;
5) Credit monitoring expenses where required; and
6) Other covered costs arising from network security or privacy incidents.

The Design-Builder shall comply with CITC's applicable information security and confidentiality requirements.

Any additional insured, waiver of subrogation, or other policy endorsements shall be required only to the extent available and applicable to the coverage provided.

9.8 Other Provisions

9.8.1 Additional Insured Status

CITC shall be included as an additional insured under the Design-Builder Commercial General Liability coverage for ongoing and completed operations, and under applicable Automobile and Umbrella or Excess Liability policies, to the extent available and appropriate.

Additional insured coverage for Commercial General Liability shall be provided through ISO Forms CG 20 10 04/13 and CG 20 37 04/13, or equivalent endorsements acceptable to CITC.

Additional insured coverage shall be primary and non-contributory to insurance maintained by CITC, where required by the Contract Documents and permitted by applicable law.

Additional insured status shall apply to available policy limits, subject to the applicable policy terms and endorsements.

9.8.2 Waiver of Subrogation

To the extent permitted by applicable law and available under the applicable policies, the Design-Builder shall obtain waivers of subrogation in favor of CITC for the required insurance coverages.

9.8.3 Policy Cancellation and Material Changes

To the extent permitted by applicable law and available under the applicable policies, the Design-Builder shall obtain waivers of subrogation in favor of CITC for the required insurance coverages.

9.8.4 Subcontractor Insurance

The Design-Builder shall be responsible for establishing and monitoring insurance requirements for subcontractors and consultants at all tiers.

Subcontractors shall maintain coverage appropriate to their respective scopes of work and the risks associated with their operations.

Where required, the Design-Builder shall ensure that CITC and the Design-Builder are included as additional insureds under applicable subcontractor liability policies.

9.8.5 Evidence of Coverage

The Design-Builder shall provide certificates of insurance acceptable to CITC:

1. Before commencement of the applicable services or Work;
2. Upon renewal or replacement of required policies;
3. Upon written request by CITC; and
4. With the final application for payment, where evidence of continuing coverage is required.

Copies of required endorsements establishing additional insured status, primary and non-contributory coverage, and waivers of subrogation shall be provided as applicable.

Certificates of insurance alone shall not modify the terms or coverage of any insurance policy.

9.8.6 Continuing Coverage

Products and Completed Operations coverage, Professional Liability, Pollution Liability, and other applicable continuing coverages shall be maintained for the periods established in the executed Contract Documents.

The Design-Builder shall provide evidence of continuing coverage upon reasonable request by CITC.

9.9 Property and Builders Risk Insurance

9.9.1 Required Coverage, Procurement, and Financial Responsibility

The Design-Builder shall be responsible for procuring, maintaining, and administering Builder's Risk Insurance for the K'teya Cultural Center Project in accordance with the Contract Documents and the requirements established by Cook Inlet Tribal Council (CITC).

The policy shall provide coverage on all risk or special causes of loss basis, subject to approved applicable policy terms and exclusions, for direct physical loss or damage to the insured Work, including materials, equipment, supplies, temporary structures, and improvements incorporated or intended to be incorporated into the Project.

Coverage shall be maintained at the full replacement value of the insured Work, including applicable materials and equipment in transit or approved off-site storage.

The policy shall identify CITC, the Design-Builder, and applicable subcontractors and sub-subcontractors as insureds or otherwise appropriately recognize their respective insurable interests.

The Design-Builder shall obtain coverage from an insurer lawfully authorized to provide the required insurance in Alaska and meets the insurer qualification requirements established in the Contract Documents.

9.9.2 Covered Property and Perils

Builder's Risk insurance shall provide coverage for direct physical loss or damage to insured Project property, including, as applicable:

1) Fire and explosion.
2) Theft, vandalism, and malicious mischief.
3) Collapse.
4) Windstorm and water damage.
5) Earth movement and flood, subject to specifically established coverage requirements and policy terms.
6) Temporary structures, formwork, falsework, and scaffolding.
7) Materials and equipment in transit or approved off-site storage.
8) Testing, commissioning, and startup of building systems.

9) Ensuing loss or resulting physical damage arising from errors, omissions, or deficiencies in design, specifications, construction methods, workmanship, or materials, to the extent available under the applicable policy.

The insurance shall also provide appropriate coverage or policy extensions for:

1) Debris removal following an insured loss.
2) Demolition required by enforcement of applicable laws, codes, ordinances.
3) Increased costs of construction resulting from applicable ordinance or law requirements.
4) Reasonable architectural, engineering, and Design-Builder professional expenses required as a result of an insured loss.
5) Reasonable claim preparation expenses, where insurable and available under the applicable policy.

9.9.3 Insurance Cost and Guaranteed Maximum Price (GMP)

The cost of Builder's Risk Insurance shall be included as a separate, identifiable line item within the Project Budget and incorporated into the Design-Builder 's Guaranteed Maximum Price (GMP).

CITC shall establish and approve a fixed-dollar allocation for Builder's Risk Insurance during GMP negotiations. The approved allocation shall represent the maximum reimbursable amount for the required insurance coverage, except as expressly modified by written contract amendment.

The following conditions shall apply:

1) The approved Builder's Risk Insurance allocation shall be included within the GMP and shall not constitute an additional cost outside the GMP.
2) The Design-Builder shall provide insurance quotations, proposed coverage limits, deductibles, exclusions, and supporting premium documentation before establishment of the GMP.
3) Reimbursement shall be limited to actual, documented, allowable Builder's Risk Insurance costs, not exceeding the approved fixed-dollar allocation.
4) The shall be responsible for premium costs exceeding the approved allocation unless CITC expressly authorizes an adjustment through a written contract amendment.
5) Any unused portion of the approved allocation shall be credited to CITC through the applicable GMP reconciliation process and shall not be included in any shared-savings calculation unless expressly authorized in the executed Contract.
6) No additional overhead or profit markup shall be applied to the Builder's Risk Insurance premium unless expressly permitted by the executed Contract and consistent with the RFP's overhead and profit limitations.
7) Any additional coverage, material policy modification, or extension requiring compensation beyond the approved allocation shall require CITC's prior written authorization.
8) Builder's Risk Insurance costs shall not be duplicated in General Conditions, other insurance allowances, contractor fees, or other GMP cost categories.

9.9.4 Deductibles and Self-Insured Retentions

The Design-Builder shall be solely responsible for all deductibles and self-insured retentions applicable to claims under the required Builder's Risk insurance policy.

CITC shall not be responsible for payment or reimbursement of such deductibles or self-insured retentions.

The Design-Builder shall disclose all applicable deductibles and self-insured retentions to CITC before placement of the policy.

Any proposed modification to deductible amounts or self-insured retentions shall require CITC's prior written approval.

9.9.5 Coverage Duration and Transition

The Design-Builder shall maintain continuous Builder's Risk Insurance coverage from commencement of applicable construction activities until the Project has been accepted by CITC and the transition to permanent property insurance has been completed, unless otherwise established in the Contract Documents and approved by CITC and the insurer.

The Design-Builder shall coordinate with CITC and the insurer before any partial occupancy, beneficial use, or transfer of coverage.

Coverage shall not be canceled, allowed to lapse, or materially reduced without compliance with the policy requirements and prior written coordination with CITC.

Any required coverage extension shall be administered in accordance with the approved GMP allocation and the Contract's written change authorization requirements.

9.9.6 Partial Occupancy for Use

Before CITC occupies or uses any completed or partially completed portion of the Project prior to Substantial Completion, the Design-Builder shall coordinate with CITC and the applicable insurer to confirm that such occupancy or use will not invalidate, terminate, or materially reduce the required Builder's Risk coverage.

Any required written consent, approval, or endorsement from the insurer shall be obtained before occupancy or use begins.

Neither CITC nor the Design-Builder shall knowingly take any action that would cause cancellation, lapse, or material reduction of the required insurance coverage.

Any proposed alternative insurance arrangements shall require CITC's prior written approval.

Partial occupancy or use shall not relieve the Design-Builder of its obligation to maintain the required insurance coverage for ongoing construction activities.

Any allocation of responsibility for losses resulting from unauthorized occupancy or use shall be governed by the executed Contract Documents and applicable law.

9.9.7 Optional Loss of Use, Delay in Completion, and Soft Costs Coverage

At CITC's discretion, the Design-Builder may be required to procure and maintain additional insurance covering loss of use, delay in completion, or eligible Project soft costs resulting from an insured physical loss.

Such coverage may include, where applicable and commercially available:

1) Additional architectural, engineering, and professional consulting expenses.
2) Additional financing or interest expenses.
3) Reasonable legal and accounting expenses associated with an insured delay.
4) Additional administrative or project management expenses.
5) Other specifically identified and insurable Project soft costs approved by CITC.

The scope, limits, deductibles, coverage period, and responsibility for purchasing such additional coverage shall be established in writing before policy placement.

Unless otherwise expressly agreed in writing, the Design-Builder shall be responsible for procuring and maintaining any additional coverage required by CITC under the executed Contract Documents.

CITC's decision not to purchase optional coverage shall not automatically constitute a waiver of contractual rights or remedies for uninsured losses unless expressly provided in the executed Contract Documents.

9.9.8 Waiver of Subrogation

To the extent permitted by applicable law and the terms of the applicable insurance policies, CITC and the Design-Builder may agree to waive rights of recovery against one another and other insured Project participants for physical losses covered by the property insurance required under the Contract Documents.

Any waiver of subrogation shall:

1) Be expressly established in the executed Design-Build Agreement.
2) Be coordinated with the applicable insurance policies and endorsements.
3) Apply only to the extent specified in the Contract Documents.
4) Preserve the parties' rights to applicable insurance proceeds.
5) Be consistent with applicable contractual indemnification provisions and governing law.

Where required by the executed Contract Documents, the Design-Builder shall obtain corresponding waivers from applicable subcontractors and sub-subcontractors.

No waiver shall be interpreted to extend to uninsured losses or to impair CITC's contractual rights unless expressly agreed in writing.

9.9.9 Adjustment and Settlement of Insured Losses

The Design-Builder shall promptly notify CITC in writing of any material loss or damage affecting insured Project property.

The Design-Builder shall cooperate with CITC, the insurer, and other applicable parties in documenting, evaluating, and adjusting claims arising under the required Builder's Risk insurance policy.

Before finalizing any proposed settlement materially affecting the Project, the Design-Builder shall provide CITC with:

1) A description of the loss and affected Work.
2) The proposed insurance settlement amount.
3) The proposed allocation of insurance proceeds.
4) Any applicable deductibles, exclusions, or disputed amounts.
5) The proposed scope, schedule, and estimated cost of restoration or reconstruction.

No settlement materially affecting CITC's ownership interests, the allocation of insurance proceeds, or the restoration of the Project shall be finalized without CITC's prior written approval, except as otherwise required by the applicable insurance policy or governing law.

Insurance proceeds shall be received, held, distributed, and applied in accordance with the applicable policy, the executed Contract Documents, and any applicable lender or funding-agency requirements.

Where reconstruction or restoration is required, the parties shall establish the necessary authorization, scope, compensation, and schedule adjustments through an appropriate written contractual modification.

Any disputes regarding insured losses, settlements, or allocation of proceeds shall be resolved in accordance with the dispute resolution provisions of the Design-Build Agreement.

9.9.10 Contractor-Owned Property and Equipment

The Design-Builder shall remain responsible for loss of or damage to its own property not insured under the Project Builder's Risk policy, including, as applicable:

1) Construction tools and equipment.
2) Vehicles and mobile equipment.
3) Contractor-owned machinery.
4) Personal property and supplies not incorporated into the permanent Work.
5) Other property excluded from the required Builder's Risk coverage.
6) The Design-Builder shall maintain any additional property, equipment, or inland marine insurance necessary to protect its interests and satisfy its contractual obligations.

Where required by the executed Contract Documents and permitted by the applicable policy, such insurance shall include appropriate waivers of subrogation in favor of CITC.

9.9.11 Insurance Documentation and Compliance

Before commencement of applicable construction activities, the Design-Builder shall provide CITC with evidence of the required coverage, including applicable policy declarations, endorsements, coverage schedules, and supporting documentation reasonably requested by CITC.

The Design-Builder shall disclose material exclusions, deductibles, sublimits, and restrictions affecting the required coverage.

The Design-Builder shall promptly notify CITC of any cancellation, nonrenewal, material reduction, or material modification of coverage.

Failure to procure, pay for, or maintain the required insurance shall constitute noncompliance with the Contract Documents and may result in withholding authorization to proceed, suspension of affected Work, or other contractual remedies, subject to applicable notice and cure provisions

Before commencement of applicable construction activities, the Design-Builder shall provide CITC with evidence satisfactory to CITC demonstrating compliance with the requirements of this Section.

Such documentation may include certificates of insurance, applicable policy declarations, endorsements, coverage schedules, and other supporting documentation reasonably requested by CITC.

CITC reserves the right to review the required coverage and request clarification or correction of any material deficiency.

The DE Design-Builder shall promptly notify CITC of any cancellation, nonrenewal, material reduction, or material modification of the required coverage.

Failure to obtain, pay for, or maintain the required insurance shall constitute a failure to comply with the Contract Documents and may result in withholding authorization to proceed with affected Work, suspension of Work, or other remedies available to CITC under the executed Design-Build Agreement, subject to applicable notice and cure provisions.

Section 10. Restrictions on Lobbying Activities

CERTIFICATION REGARDING LOBBYING

The selected Design-Builder and all subcontractors and lower-tier contractors receiving covered awards exceeding $100,000 shall complete and submit the required Certification Regarding Lobbying (Attachment A), in accordance with 31 U.S.C. § 1352 and applicable federal regulations.

Each contractor and subcontractor subject to this requirement shall certify to the immediately preceding contracting tier that no Federal appropriated funds have been paid or will be paid, by or on its behalf, to any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with obtaining, awarding, extending, renewing, amending, or modifying any covered Federal contract, grant, loan, cooperative agreement, or other covered transaction.

Where funds other than Federal appropriated funds have been paid or will be paid for lobbying activities associated with a covered Federal transaction, the applicable contractor or subcontractor shall complete and submit Standard Form-LLL, *Disclosure of Lobbying Activities*, in accordance with its instructions and applicable federal requirements.

The Design-Builder shall be responsible for ensuring that applicable lobbying certification and disclosure requirements are incorporated into covered subcontracts at all tiers. Required certifications and disclosures shall be submitted through each successive contracting tier to the Design-Builder and subsequently to Cook Inlet Tribal Council (CITC).

CITC shall maintain the required documentation and forward applicable lobbying disclosures to the appropriate Federal awarding agency or pass-through entity, as required by the applicable funding agreement and federal regulations.

Failure to provide required certifications or disclosures may result in a determination of noncompliance and may constitute grounds for rejection, withholding of contract execution, or other remedies available under the RFP, executed Contract Documents, and applicable law.

Attachment A - Lobbying Certification Form

(Rev. 9/26)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
Project: K'teya Cultural Center
Owner: Cook Inlet Tribal Council (CITC)

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

1. Use of Federal Appropriated Funds

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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. Disclosure of Lobbying Activities

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.

3. Lower-Tier Certifications

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.

4. Material Representation and Penalties

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, United States 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 each such failure.

PROPOSER CERTIFICATION AND SIGNATURE

By signing below, the undersigned certifies that they are authorized to execute this certification on behalf of the Proposer and that the statements contained herein are true and accurate to the best of their knowledge and belief.

Legal Name of Proposer: _____

Business Address: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Standard Form-LLL Required: ☐ Yes ☐ No

If applicable, a completed Standard Form-LLL shall be submitted with this certification.

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 – Debarment, Conflict of Interest, and Proposer Certification

Project: K'teya Cultural Center
Owner: Cook Inlet Tribal Council (CITC)

By signing below, the undersigned authorized representative of the Proposer certifies and acknowledges, on behalf of the Proposer, that:

1. Review and Understanding of RFP

The Proposer has carefully reviewed and understands the requirements, terms, conditions, specifications, and provisions of this Request for Proposals (RFP), including all addenda issued prior to the proposal submission deadline.

2. Accuracy of Proposal Information

All information, representations, and certifications submitted as part of the Proposer's response are true, accurate, and complete to the best of the Proposer's knowledge and belief. The Proposer acknowledges that material misrepresentations or omissions may result in disqualification or other remedies available to CITC.

3. Independent Proposal and Non-Collusion

The proposal has been prepared and submitted independently, in good faith, and without collusion, fraud, or improper coordination with competing Proposers. The Proposer has not engaged in conduct intended to restrict competition or improperly influence the procurement process.

4. Debarment, Suspension, and Eligibility

Neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered Federal transactions, to the best of the Proposer's knowledge and belief.

The Proposer further certifies that it is eligible to perform the proposed services under applicable Federal and State requirements and will promptly notify CITC of any change in its eligibility status.

5. Conflicts of Interest

The Proposer has disclosed any actual, potential, or apparent conflicts of interest involving CITC personnel, governing body members, Project representatives, or other parties participating in the procurement process, as required by this RFP.

6. Contract Execution

If selected, the Proposer agrees to participate in good-faith contract negotiations with CITC and, upon successful completion of negotiations, execute and return the mutually agreed written Design-Build Agreement within fifteen (15) calendar days following receipt of the final agreement from CITC, unless otherwise authorized in writing by CITC.

The Proposer acknowledges that notification of selection does not constitute a binding contract or authorization to commence work.

7. Insurance, Bonding, and Required Documentation

The Proposer acknowledges the insurance, bonding, licensing, and other contractual requirements established in this RFP and agrees to provide all required documentation within the timeframes specified by CITC and the applicable Contract Documents.

8. Acknowledgment of Addenda

The Proposer acknowledges receipt and review of the following RFP addenda, if applicable:

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Legal Business Name: _____

Business Address: _____

City, State, ZIP: _____

Telephone: _____

Email Address: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

By signing this certification, the undersigned represents that they are duly authorized to submit the proposal and execute this certification on behalf of the Proposer.

The Proposer acknowledges that CITC may rely upon the certifications and representations contained herein in evaluating the proposal and determining eligibility for contract award.

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

Signature	*Title*
Company Name	*Date*

Attachment D – Conflict of Interest Disclosure and Certification

Applicable solicitation (select one): ☐ Design-Builder RFP ☐ Owner's Project Manager (OPM) RFP

Proposer legal name:

_____

Proposer address:

_____

Authorized representative / title: _____

1. Purpose and Disclosure Requirement

CITC requires each Proposer to identify and disclose any actual, potential, or reasonably apparent conflict of interest that could affect the Proposer's impartiality, professional judgment, procurement integrity, or ability to perform the proposed contract in CITC's interests. Disclosures must cover the Proposer and, to the best of its knowledge after reasonable inquiry, its key personnel, owners, affiliates, and proposed major subcontractors or subconsultants relevant to this Project.

2. Conflict of Interest Declaration

Select ONE statement:

☐ NO KNOWN CONFLICTS. After reasonable inquiry, the Proposer is not aware of any actual, potential, or reasonably apparent conflict of interest requiring disclosure in connection with this Project.

☐ CONFLICT(S) DISCLOSED. The Proposer has identified one or more relationships, interests, circumstances, or prior engagements that may constitute an actual, potential, or reasonably apparent conflict. Complete Section 3 and attach additional pages as needed.

3. Description of Disclosed Relationships or Interests

For each disclosure, identify the parties involved, nature of the relationship or interest, relevant dates, potential effect on performance or independent judgment, and proposed measures to avoid or mitigate the conflict. Examples may include financial or ownership interests, shared personnel, current or recent engagements with Project participants, family or personal relationships affecting procurement decisions, or access to nonpublic competitive information.

Parties / organizations involved:

_____

_____

Relationship or interest and relevant dates:

_____

_____

Potential effect on this Project:

_____

_____

Proposed mitigation / safeguards:

_____

_____

☐ Additional disclosure pages attached. Number of pages: _____

4. Proposer Certifications

By signing below, the authorized representative certifies on behalf of the Proposer that:

- The information provided in this form and any attachments is accurate and complete to the best of the Proposer's knowledge after reasonable inquiry.
- The Proposer will promptly notify CITC's designated procurement contact in writing of any material change or newly identified conflict before award and, if selected, will continue to disclose conflicts promptly during contract performance.
- The Proposer will not offer or accept improper payments, commissions, gifts, or other benefits related to the Project and will comply with applicable CITC procurement and conflict-of-interest requirements.
- The Proposer understands that disclosure does not automatically disqualify it, but CITC may evaluate the conflict, request further information, require appropriate mitigation, or take other action permitted by applicable policy, law, funding requirements, and the solicitation.
- The Proposer understands that failure to disclose a material conflict or providing materially inaccurate information may result in disqualification or contractual remedies, as applicable.

5. Authorized Signature

Signature: _____ Date: _____
Printed name: _____ Title: _____
Company / organization:
_____

CITC USE ONLY (optional): ☐ Reviewed ☐ Additional information requested ☐ Mitigation required
Reviewer / date: _____ Reference: _____