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 K'tyea Owner Project Management Services RFP

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

Original Text: Attachment C: Proposer Certification & Signature Page

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

Revision 2

Attachment C – Debarment, Conflict of Interest, and Proposer Certifications (Page 90)

Original Text: "[…] 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."

Corrected Text: "[…] and return the mutually agreed written OPM Professional Services Agreement within fifteen (15) calendar days following receipt of the final agreement from CITC, unless otherwise authorized in writing by CITC."

END OF ADDENDUM

REQUEST FOR PROPOSAL

Owner Project Management Services for K'teya Cultural Center

Issuing Department	Administration
Owner	CITC Procurement
Date Issued	October 30, 2026
Proposal Due Date & Time	November 30, 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 is the Owner and sponsoring organization for the proposed K'teya Cultural Center. The Project is intended to serve community, cultural, educational, recreation, and related program functions. CITC seeks qualified independent Owner's project management services to organize, monitor and coordinate delivery of the Project in accordance with approved Owner objectives, budget, schedule, funding requirements and contract obligations. Cook Inlet Tribal Council (CITC), hereinafter referred to as the, Owner is the sponsoring organization responsible for the development and delivery of the proposed K'teya Cultural Center in Anchorage, Alaska. The Project is intended to provide a multifunctional facility supporting cultural preservation, community engagement, education, recreation, wellness, and related programs and services.

The Owner intends to deliver the Project through a Design-Build contracting approach, under which the selected Design-Builder will be responsible for completing the required design and preconstruction services, developing a proposed Guaranteed Maximum Price (GMP), and performing authorized construction activities in accordance with the executed Design-Build Contract.

The Project is currently in the procurement and early development stages. Preliminary planning, design concepts, and feasibility evaluations have been undertaken; however, the final design, construction scope, GMP, and detailed Project Schedule remain subject to further development, review, and approval.
To support successful Project delivery, the Owner seeks to retain a qualified, independent Owner's Project Manager (OPM) to provide professional project management, coordination, technical oversight, financial monitoring, schedule management, risk identification, and administrative support throughout the Project.

The OPM shall assist the Owner in establishing and maintaining appropriate project controls, coordinating communication among Project participants, monitoring compliance with approved Project requirements, and evaluating the Design-Builders' performance against established contractual obligations.

The OPM shall also support the Owner in maintaining transparency and accountability in Project expenditures, documenting significant decisions, monitoring funding-related requirements, and identifying potential impacts to the approved Project budget, schedule, scope, and quality objectives.

The selected OPM shall perform its services in accordance with the requirements of this RFP, the resulting professional services agreement, applicable Owner policies, and relevant contractual and funding requirements.

The Owner shall retain final authority over Project decisions, including approval of scope changes, budgets, the GMP, contract amendments, and other matters requiring formal Owner authorization. The OPM shall provide independent professional evaluations and recommendations to support these decisions but shall not exercise approval authority unless expressly delegated in writing.

CITC expects the selected OPM to demonstrate proactive leadership, sound professional judgment, effective communication, thorough documentation, and the ability to coordinate a complex, multidisciplinary construction project while protecting the Owner's financial, operational, and programmatic interests.

2.1 Purpose of the Request for Proposals

CITC solicits proposals from qualified firms or individuals to provide comprehensive, dedicated Owner's Project Management (OPM) services from initial engagement through project completion and the agreed warranty period. The OPM shall be CITC's primary day-to-day project delivery coordinator and independent advisor, subject to CITC's retained decision authority.

Cook Inlet Tribal Council, Inc. (CITC), hereinafter referred to as the Owner, is soliciting proposals from qualified firms or individuals with demonstrated experience in managing complex commercial, institutional, or community facility construction projects to provide comprehensive Owner's Project Management (OPM) services for the K'teya Cultural Center (Project).

The purpose of this Request for Proposal (RFP) is to select an experienced, independent OPM to represent the Owner's interests and provide professional project management, technical coordination, administrative oversight, and strategic guidance throughout the Project's development and execution.

The selected OPM shall serve as the Owner's primary day-to-day project management representative and central point of coordination among CITC, the selected Design-Builder, design professionals, consultants, regulatory agencies, and other Project stakeholders.

The OPM shall assist the Owner in establishing and maintaining effective project management procedures, monitoring budget and schedule performance, coordinating design reviews and Owner decisions, evaluating project risks, reviewing proposed changes and payment applications, and monitoring construction progress, quality, commissioning, and closeout activities.

The primary objective of this engagement is to provide CITC with independent professional expertise, transparent reporting, proactive identification of potential issues, and timely, well-supported recommendations that enable informed decisions and promote successful Project delivery.

The OPM shall provide services from initial engagement through design and preconstruction, construction, commissioning, final completion, closeout, and the agreed warranty-support period, in accordance with the scope, duration, and compensation established in the executed Agreement.

The selected OPM shall act in an advisory, coordination, and oversight capacity and shall not assume the Design-Builder's contractual obligations, the design professionals' responsibilities, or the contractor's responsibility for construction means, methods, and site safety. All final decisions, approvals, and contractual authority shall remain with the Owner unless expressly delegated in writing.

CITC intends to award a fixed-price professional services contract to the selected OPM based on the defined Scope of Services, proposed staffing and resource plan, qualifications, and overall value to the Owner.

2.2 Project Overview and Duration

The planning concept describes an approximately 39,900-gross-square-foot, two-story cultural/community facility on an approximately 225,562-square-foot site at Tract 1, Wickersham, Northway Business Park Subdivision, in Anchorage, Alaska. The current program elements contemplated in the source materials include a gymnasium, performance/stage space, walking track, childcare, multipurpose rooms, commercial kitchen/concessions, clinic/flex areas, offices and cultural uses. The proposer shall present a realistic staffing plan covering all phases and contingencies.

The Project is currently in the procurement and early development stages. Preliminary planning, design concepts, site due diligence, and feasibility evaluations have been undertaken to support Project development. The final facility design, detailed scope of work, construction methodology, and Guaranteed Maximum Price (GMP) have not yet been established.

CITC intends to deliver the Project utilizing a Design-Build contracting approach. Under this delivery method, the selected Design-Builder will be responsible for completing the required design and preconstruction services, developing the proposed GMP, and performing the authorized construction work in accordance with the resulting contract.

CITC seeks to retain a qualified, independent Owner's Project Manager (OPM) to represent and protect the Owner's interests throughout the Project. The OPM will provide comprehensive project management, coordination, financial and schedule oversight, design review coordination,

procurement support, construction monitoring, and closeout administration. The OPM will serve as CITC's primary project management representative while maintaining clear distinctions between its advisory and oversight responsibilities and the contractual obligations of the Design-Builder and design professionals.

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

The final Project Schedule, including design milestones, permitting, procurement, construction activities, Substantial Completion, and Final Completion, will be developed in coordination with the selected Design-Builder during the Design and Pre-Construction Phase and shall be subject to CITC's review and written approval.

The OPM's anticipated engagement will extend from initial project mobilization through design and preconstruction, GMP development and negotiation, construction, commissioning, occupancy, final completion, project closeout, and the agreed warranty-support period.

Proposers shall submit a comprehensive staffing and resource plan demonstrating their ability to provide the professional expertise, management capacity, and continuity of services necessary to fulfill the requirements of this RFP throughout the anticipated Project duration. The proposed staffing approach shall account for varying levels of Project activity, anticipated schedule adjustments, and the coordination requirements associated with a complex, multidisciplinary Design-Build project.

The OPM shall provide all services required under the agreed fixed-price professional services contract, with the final contract duration, scope, staffing commitments, and compensation established through negotiation and documented in the executed Agreement.

The Proposer shall provide a realistic staffing and resource plan sufficient to support all Project phases, anticipated schedule adjustments, and applicable contractual responsibilities.

2.3 Project Budget and Funding

The July 2026 concept feasibility report presents planning-level cost information, not an approved final construction budget or GMP. (**Appendix D**, PacWest Construction Feasibility, was prepared for CITC’s internal decision-making purposes and is provided for reference only. It does not represent an approved Project budget or establish construction costs for the Project.) Funding may involve donations, grants and other sources. The OPM shall coordinate with CITC personnel to align project decisions with approved funding sources, cash flow, restrictions, documentation and approval gates; the OPM shall not make independent determinations of grant compliance or eligibility. The Owner has established a preliminary total Project budget of $36,500,000 for the K'teya Cultural Center, inclusive of Design-Build costs, furniture, fixtures, and equipment (FF&E), and Owner-incurred project costs, including Owner's Project Manager (OPM) services.

The selected OPM shall provide independent financial oversight throughout the Project, including monitoring and evaluating the Design-Builder's progressive cost estimates, maintaining a comprehensive Project budget that distinguishes Design-Build costs from Owner-incurred expenses, and identifying potential budget variances and financial risks.

During the Design and Pre-Construction Phase, the OPM shall review and evaluate the Design-Builder's proposed Guaranteed Maximum Price (GMP), verify its alignment with the approved Project scope and available construction budget, and provide documented findings and recommendations to CITC prior to GMP approval. Final approval of the GMP shall remain solely with CITC.

2.4 Schedule of Events

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 13, 2026 by 5:00 p.m. AKST
Anticipated responses to questions posted on CITC's website and issued to all known Proposers	November 20, 2026 by 5:00 p.m. AKST
Proposal due date and time	November 30, 2026 by 5:00 p.m. AKST
Anticipated evaluation/interview period	December 11, 2026 by 5:00 p.m. AKST
Anticipated notification of award	December 18, 2026 by 5:00 p.m. AKST
Anticipated contract start date	January 4, 2027

2.5 Submission Deadline & Method

Proposals must be submitted electronically to the contact identified on the cover page no later than the deadline specified in the Schedule of Events. 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 Registration, Qualifications, and Independence Requirements

The Proposer shall disclose legal entity status, Alaska business licensing/registration as applicable, key personnel, professional certifications, current workload, subcontractors and actual or potential conflicts. Independence from the Design-Builder, its principal subcontractors and design consultants, shall be disclosed and maintained unless CITC expressly approves an arrangement after review.

2.7 Minimum Solicitation Requirements and Proposer Participation

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 may cancel, amend or reissue this solicitation, request clarification, or reject proposals in accordance with its procurement policies and applicable funding requirements.

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.

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

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.

2.8 Conflicts of Interest, Confidentiality, and Procurement Communications

The OPM shall act in CITC's interest, disclose financial/organizational conflicts, avoid unauthorized commitments and protect confidential procurement, cost, personnel and grant information. All solicitation questions shall be directed only to the designated CITC procurement contact.

2.8.1 Duty of Independence and Loyalty to the Owner

The selected Owner's Project Manager (OPM) shall act independently and in the best interests of Cook Inlet Tribal Council (CITC), hereinafter referred to as the Owner, throughout the performance of its contractual responsibilities.

The OPM shall exercise impartial professional judgment and provide objective evaluations, recommendations, and reporting without influence from the Design-Builder, subcontractors, consultants, suppliers, or other parties having a financial or contractual interest in the Project.

2.8.2 Disclosure of Actual, Potential, or Perceived Conflicts of Interest

Each Proposer shall disclose in its proposal any actual, potential, or reasonably perceived organizational, financial, contractual, professional, or personal conflicts of interest that could impair, or reasonably appear to impair, its independence or ability to represent the Owner's interests.

Disclosures shall include relevant existing or anticipated business relationships, financial interests, Ownership.

affiliations, or contractual arrangements involving the Design-Builder, prospective Project contractors, design professionals, consultants, suppliers, or other Project participants.

The selected OPM shall have a continuing obligation to promptly disclose in writing any new or previously unidentified conflicts arising during the term of the Project.

The Owner reserves the right to evaluate disclosed conflicts, require appropriate mitigation measures, impose reasonable restrictions, or determine that a conflict renders a Proposer ineligible for selection or continued performance, subject to applicable procurement requirements and contractual provisions.

2.8.3 Prohibited Financial Interests and Unauthorized Commitments

Unless expressly authorized in writing by the Owner, the OPM shall not:

- Accept compensation, commissions, referral fees, gifts, or other benefits from the Design-Builder, subcontractors, suppliers, or other parties in connection with the Project.
- Maintain undisclosed financial or contractual interests that could compromise independent Project oversight.
- Direct Project work, approve expenditures, authorize contract modifications, or make financial commitments on behalf of the Owner beyond the authority expressly delegated in writing.
- Use its position, access to Project information, or professional relationships to obtain an improper personal or organizational benefit.

2.8.4 Confidentiality and Protection of Project Information

The OPM shall protect confidential, proprietary, privileged, procurement-sensitive, financial, personnel, and funding-related information obtained in connection with the Project.

Such information shall not be disclosed, distributed, or used for purposes unrelated to the performance of the Agreement without prior written authorization from the Owner, except as required by applicable law or the Agreement.

The OPM shall implement reasonable safeguards to prevent unauthorized access to or disclosure of confidential Project records, including cost estimates, contractor proposals, procurement evaluations, contract negotiations, grant documentation, and other sensitive information.

2.8.5 Procurement Communications and Fair Competition

During the solicitation period, all questions, requests for clarification, and communications concerning this RFP shall be directed exclusively to the designated CITC procurement contact identified in the solicitation documents.

Proposers shall not contact other CITC employees, governing representatives, evaluation committee members, consultants, or Project stakeholders regarding this solicitation unless expressly authorized by the designated procurement contact.

Any material clarification or modification to the RFP shall be issued through formal written addenda, as applicable, to maintain a fair and consistent procurement process.

Failure to comply with these requirements may result in disqualification or other action permitted under applicable procurement policies.

2.8.6 Continuing Compliance

The selected OPM shall comply with the Owner's applicable procurement, ethics, confidentiality, and conflict-of-interest requirements, together with any applicable funding agreements and governing regulations.

The Owner reserves the right to require additional conflict-of-interest certifications or disclosures before contract award and throughout the performance of the Agreement.

The OPM may assist CITC in preparing materials or contract documents for the Project's design-build procurement; therefore, the selected OPM firm, its affiliates, subconsultants, and key personnel are prohibited from proposing on or holding any financial interest in the Design-Builder contract, or any construction subcontract for the K'teya Cultural Center. Proposers shall disclose all current or prior business relationships with firms reasonably expected to participate in the design-build procurement. CITC may disqualify a proposer or require mitigation of any actual or apparent conflict of interest.

2.9 Nature of Contract and Staffing

CITC anticipates a professional services agreement with a named lead OPM. The proposer shall identify full-time onsite/office availability expectations, backup coverage, anticipated specialty support and procedures for key-personnel substitution. A full-time assignment does not imply 24/7 presence; field presence shall be planned around risk and project activity.

2.9.1 Contract Structure and Professional Services

The Owner anticipates awarding a fixed-price professional services agreement to a qualified Owner's Project Management (OPM) firm or individual to provide comprehensive project management, coordination, oversight, and advisory services for the K'teya Cultural Center Project.

The selected OPM shall perform the services described in this RFP and the resulting Agreement throughout the defined contract period, including design and preconstruction, construction, commissioning, occupancy, project closeout, and the agreed warranty-support period.

The Agreement shall establish the required Scope of Services, deliverables, performance expectations, staffing commitments, contract duration, compensation, reporting requirements, and procedures for authorized modifications.

The OPM shall operate as an independent professional services provider and shall not be considered an employee, partner, or joint venture participant of the Owner.

2.9.2 Designated Lead OPM and Key Personnel

The Proposer shall identify a designated Lead Owner's Project Manager who will serve as the primary representative responsible for managing the OPM's contractual obligations and coordinating day-to-day Project activities on behalf of the Owner.

The designated Lead OPM shall possess demonstrated experience managing commercial, institutional, or similarly complex construction projects, including experience with Design-Build delivery, budget and schedule oversight, contract administration, and multidisciplinary project coordination.

The Proposer shall identify all proposed key personnel, their qualifications, assigned responsibilities, anticipated participation during each Project phase, and reporting relationships.

The Owner expects continuity of key personnel throughout the Project to promote accountability, institutional knowledge, and effective coordination.

2.9.3 Staffing, Availability, and Project Coverage

The selected OPM shall provide sufficient qualified personnel, management resources, and professional support to fulfill the requirements of the Agreement in a timely and effective manner.

The Proposer shall submit a realistic staffing and resource plan identifying anticipated onsite presence, office availability, remote support, coordination responsibilities, and personnel coverage during each Project phase.

The Owner does not prescribe a mandatory 40-hour weekly staffing requirement or continuous onsite presence. Rather, the OPM shall determine and provide the level of staffing necessary to meet contractual performance requirements, Project activity levels, established deliverables, and Owner coordination needs.

Onsite attendance shall be planned according to Project risks, construction activities, inspections, critical milestones, coordination meetings, and other circumstances requiring direct observation or participation.

The OPM shall maintain reasonable availability and responsiveness during normal Project operations and establish procedures for addressing urgent matters that may arise outside regularly scheduled working hours.

2.9.4 Specialty Professional Support

The Proposer shall identify any anticipated specialty resources necessary to fulfill the required Scope of Services, including expertise in construction cost estimating, scheduling, design coordination, building systems, commissioning, contract administration, risk management, or other relevant disciplines.

The OPM shall be responsible for coordinating and managing its proposed personnel and approved subconsultants, as applicable, and ensuring that all services are performed by appropriately qualified professionals.

The proposed fixed-price compensation shall include the personnel and specialty support necessary to perform the defined Scope of Services, except for any specifically identified exclusions or additional services approved by the Owner.

2.9.5 Backup Coverage and Key-Personnel Substitution

The Proposer shall describe its procedures for maintaining continuity of services during scheduled absences, personnel unavailability, emergencies, or other circumstances affecting assigned staff.

The selected OPM shall designate qualified backup personnel capable of maintaining essential Project management functions when the Lead OPM or other key personnel are unavailable.

Substitution or reassignment of designated key personnel shall require prior written approval from the Owner, except where immediate temporary coverage is necessary due to unforeseen circumstances. In such cases, the OPM shall promptly notify the Owner and submit the proposed replacement for approval.

Replacement personnel shall possess qualifications and experience reasonably equivalent to or greater than those of the personnel being replaced. Personnel substitutions shall not result in additional compensation to the OPM unless expressly authorized through a written contract amendment.

2.9.6 Performance Expectations and Accountability

The OPM shall proactively manage its assigned responsibilities, maintain accurate Project documentation, identify and communicate emerging risks, and provide timely recommendations to support informed Owner decisions.

The OPM shall establish effective procedures for tracking action items, monitoring Project progress, coordinating stakeholder communications, and documenting significant Project decisions and contractual matters.

The OPM shall be responsible for the quality, completeness, accuracy, and timely performance of its professional services in accordance with the Agreement and the applicable professional standard of care.

The OPM's oversight responsibilities shall not relieve the Design-Builder, design professionals, or other Project participants of their respective contractual and professional obligations.

2.9.7 Compensation and Contract Duration

The Owner intends to negotiate a fixed lump-sum professional services fee for the defined Scope of Services and agreed contract period.

Proposers shall provide a detailed fee breakdown by Project phase, together with the staffing assumptions, anticipated service duration, deliverables, and any proposed exclusions or reimbursable expenses underlying their pricing.

Compensation shall be based on the agreed Scope of Services and contractual payment provisions rather than the number of hours worked during any particular week.

The Agreement shall establish the base performance period and procedures for addressing Owner-authorized changes in scope or material extensions beyond the agreed contract duration.

Project schedule adjustments shall not automatically entitle the OPM to additional compensation. Any adjustment to the contract price or performance period shall require prior written authorization and an executed amendment in accordance with the Agreement.

The Owner may request a separately stated optional fixed monthly extension rate for additional services beyond the agreed contract period. Such rate shall not constitute authorization for additional compensation unless expressly incorporated through a written amendment.

2.9.8 Owner Authority and Contractual Limitations

The selected OPM shall act as the Owner's designated project management representative within the authority expressly established by the Agreement.

The OPM may provide technical evaluations, recommendations, coordination, and administrative oversight but shall not independently authorize changes to the Project scope, approve the Guaranteed Maximum Price (GMP), modify contractual obligations, commit Owner funds, or execute agreements on behalf of CITC unless specifically authorized in writing.

All final Project decisions and approvals requiring Owner authorization shall remain with CITC.

The OPM shall maintain independence from the Design-Builder and other Project participants and shall comply with applicable conflict-of-interest, confidentiality, procurement, and professional conduct requirements.

2.9.9 Planning Timeline for Pricing Project Duration

Proposers shall assume the following durations for the proposal and pricing purposes only. The timeline below does not guarantee any schedule or contract term.

The Owner intends to award a fixed-price professional services contract for Owner's Project Management (OPM) services associated with the K'teya Cultural Center Project.

The selected OPM shall provide comprehensive project management, coordination, administration, oversight, and reporting services throughout the applicable phases of the Project, as defined in the Scope of Services and resulting Contract.

Proposers shall submit a fixed lump-sum contract price covering all services, personnel, management responsibilities, administrative support, routine coordination, reporting, and other activities necessary to fulfill the requirements of the RFP for the proposed contract duration.

The proposed compensation shall be based on the complete Scope of Services and the Proposer's professional assessment of the staffing, resources, level of effort, and project management activities necessary to successfully perform the required services. The Owner does not prescribe a fixed forty (40) hour work week or guarantee a minimum or maximum number of hours. The selected OPM shall be responsible for providing sufficient qualified personnel and resources to meet the Project's requirements and contractual obligations.

The Project's preliminary target completion date is June 2028. This date is provided for planning and pricing purposes only and does not constitute a guaranteed or mandatory completion date. The final Project Schedule will be developed and negotiated with the selected Design-Builder during the Design and Pre-Construction Phase and approved by the Owner.

Proposers shall identify the anticipated duration, staffing assumptions, and Project phases used to develop their proposed fixed contract price. The Fee Proposal shall include a breakdown of the total fixed price by Project phase to facilitate evaluation, contract administration, and payment scheduling. Such breakdown shall not convert the fixed-price arrangement into hourly or time-and-materials compensation.

The proposed fixed contract price shall include all ordinary and reasonably foreseeable services required by the Scope of Services during the agreed contract period. Any proposed exclusions, reimbursable expenses, or assumptions affecting the proposed price shall be clearly identified in the Fee Proposal.

The Contract shall establish the agreed performance period, compensation, payment milestones, and procedures for addressing Owner-authorized changes in scope or extensions of services beyond the agreed contractual duration.

The parties shall establish the initial performance period, included services, phase allocations, invoicing milestones and acceptance criteria in the executed OPM Contract. Payment shall be based on approved milestones, completed deliverables or other agreed fixed-price progress measures, not on hours incurred. CITC may require reasonable evidence of performance before payment.

Changes to the fixed contract price shall require prior written authorization by the Owner through a formal Contract amendment. Schedule changes alone shall not automatically entitle the OPM to additional compensation; any adjustment shall be evaluated in accordance with the Contract's change provisions.

A change in the Design-Builder's schedule shall not, by itself, automatically increase the OPM's compensation. Material Owner-directed changes to the OPM scope or an extension beyond the agreed OPM performance period may be compensated only through a prior written amendment defining the added services, period, and fixed price.

The Owner reserves the right to negotiate the proposed contract price, staffing approach, Project phase allocations, and other compensation terms prior to Contract award.

2.9.10 Fixed-Price Compensation and Contract Administration

1) Fee Proposal Requirements

Proposers shall identify the anticipated contract duration, staffing and resource assumptions, and Project phases used to develop their proposed fixed lump-sum contract price. The Fee Proposal shall include a breakdown of the total fixed price by Project phase to facilitate proposal evaluation, contract administration, and payment scheduling.

The proposed fixed price shall include all ordinary and reasonably foreseeable services, personnel, specialty support, and associated costs necessary to perform the defined Scope of Services during the proposed contract period. Any proposed exclusions, reimbursable expenses, or assumptions affecting the proposed price shall be clearly identified in the Fee Proposal.

The phase-based fee breakdown shall not convert the fixed-price arrangement into hourly, time-and-materials, or cost-reimbursable compensation.

2) Contract Duration and Compensation

The executed OPM Agreement shall establish the agreed performance period, including Scope of Services, phase-based fee allocations, compensation, and applicable contractual obligations.

The OPM shall provide sufficient qualified personnel and resources to perform the required services throughout the agreed performance period. Compensation shall be based on the defined Scope of Services and agreed fixed contract price rather than the number of personnel assigned or hours worked.

3) Payment Milestones and Performance Verification

The Agreement shall establish invoicing procedures, payment milestones, required deliverables, and applicable acceptance criteria.

Payments shall be based on approved milestones, completed deliverables, or other agreed fixed-price progress measures, rather than hours incurred.

The Owner may require reasonable supporting documentation demonstrating satisfactory performance of the applicable services or completion of required deliverables before approving payment.

4) Changes to Scope, Schedule, or Contract Duration

Changes to the fixed contract price or agreed performance period shall require prior written authorization by the Owner through a formal contract amendment.

Adjustments to the Design-Builder's Project Schedule shall not, by themselves, automatically entitle the OPM to additional compensation.

Material Owner-directed changes to the OPM's Scope of Services or extensions beyond the agreed contractual performance period may be considered for additional compensation only when authorized through a written Contract amendment identifying the additional services, revised performance period, and agreed fixed-price adjustment.

The OPM shall not undertake additional compensable services or incur additional charges on behalf of the Owner without the required prior written authorization.

5) Optional Extended Services Pricing

In addition to the proposed fixed contract price, the Proposer shall identify a fixed monthly rate for continuation of OPM services beyond the initial Contract performance period, should such services be required and authorized by the Owner.

The proposed monthly extension rate shall be separately stated and shall not be included in the initial fixed contract price.

Any extension of the Contract performance period or authorization of additional compensation shall require prior written approval by the Owner through an executed Contract amendment.

Section 3. Questions

Proposers shall submit written questions by the date and time specified in Section 2.1. Only formal written addenda issued by CITC modify the solicitation. Proposers shall acknowledge all addenda in their submissions. The OPM, if selected before Design-Builder award, shall support but not independently control the Design-Builder procurement unless specifically authorized in writing.

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 General Scope and Standard of Service

The selected Owner PROJECT MANAGER (OPM) shall furnish the professional management personnel, systems, judgment, coordination, recordkeeping and reporting necessary to protect CITC's interests and provide continuous project oversight. The OPM shall proactively identify problems, present options, recommend action and secure documented Owner decisions before commitments are made. Services include the tasks below and reasonable coordination incidental to those tasks.

1) Serve as CITC's central point of coordination across CITC's leadership and departments, the Design-Builder, design consultants, authorities, testing agencies, utility providers, and affected stakeholders.
2) Maintain a live integrated project management plan, responsibility matrix, decision register, action log, risk register, procurement log, schedule, budget, change log and document controls.
3) Review information for completeness, consistency, and business impact; obtain expert review where required; recommend decisions without replacing professional engineering, architecture, accounting or legal determinations.
4) Provide independent review and verification to the extent permitted by the contracts; report exceptions promptly and accurately; do not certify unseen work or guarantee contractor performance.
5) Attend and lead Owner-side meetings; prepare agendas, minutes, action assignments, decision packages and escalation memoranda.

4.2 Authority, Delegations and Limits

1) The OPM shall recommend, coordinate, monitor, review, and document. CITC retains authority to approve scope, budget, funding commitments, GMP, contracts, major design decisions, contingency uses, change orders, substantial completion acceptance and final payment unless authority is explicitly delegated in writing.

2) The OPM may communicate Owner decisions only after the appropriate CITC approval and shall maintain the record of that approval.
3) The OPM shall not direct means, methods, sequences, or site safety of the Design-Builder; issue design instructions contrary to the contract; stamp drawings; approve payment or change orders beyond delegated limits; or represent itself as CITC legal counsel.
4) The OPM is responsible for the approval and communication matrix at mobilization, including emergency notifications, dollar thresholds, signatures, delegated authority, and the interface with CITC Contracts/Procurement.

4.2.1 Mobilization, Discovery and Project Baseline

1) The OPM shall within the first 30 days, inventory all existing reports, concepts, studies, meeting records, commitments, procurement documents, budgets, site information, and pending decisions; identify gaps, contradictions, assumptions, and responsible parties.
2) The OPM shall conduct kickoff interviews with CITC executive sponsors, program owners, facilities/operations, Finance, Grants, Legal, Procurement and other stakeholders; establish project objectives and non-negotiable functional needs.
3) The OPM shall create a written Project Execution Plan covering governance, organization, communications, meeting cadence, document naming, approvals, design review, procurement, cost/schedule control, change management, quality, and closeout.
4) The OPM shall document and reconcile any differences between the preliminary feasibility study, approved space program, developing design, and established project budget.
5) The OPM shall prepare 30/60/90-day action plan and an executive issues memorandum identifying decisions needed to protect the target site-work milestone.

4.2.2 Owner Program, Stakeholder Requirements and Scope Control

1) The OPM shall facilitate room-by-room and function-by-function confirmation of the Owner's Project Requirements, space program, occupancy assumptions, staffing, security, accessibility, operations, and maintenance needs.

2) The OPM shall coordinate program Owner workshops for gym/stage/track, childcare capacity and licensing, kitchen and concessions, clinic/flex, cultural functions, office space, outdoor areas, loading, parking, and pedestrian safety.
3) The OPM shall maintain a traceable requirements matrix mapping approved needs to design submissions, budgets, permits and acceptance criteria, flag unresolved scope decisions, and impacts.
4) The OPM shall coordinate cultural engagement and review of artwork, interpretation, wayfinding, and relevant stakeholder input under CITC's direction.
5) The OPM shall create formal scope-change requests whenever user requests alter approved space, performance, cost, or schedule; obtain authorization before incorporating changes.

4.2.3 Procurement and Professional Team Coordination

1) The OPM shall coordinate with CITC on procurement schedules, scope packages, solicitation questions, addenda, evaluation support, interview logistics, responsibility reviews, and contract-execution checklists.
2) The OPM shall assist CITC in tracking Design-Builder selection, contract negotiations, preconstruction fee scope, design-consultant engagement, and insurance/bonding deliverables; avoid acting as procurement decision-maker unless formally authorized.
3) The OPM shall review proposed Design-Builder team structure and qualifications of architect, civil, structural, mechanical, electrical, fire protection, geotechnical and specialty consultants for gaps and schedule implications.
4) The OPM shall maintain contract deliverables matrix, insurance/bond tracking, notice-to-proceed prerequisites, authorized signatories, contract modifications, and required submittals.
5) The OPM shall coordinate any independent Owner specialists (cost estimator, commissioning agent, testing, inspection, code, childcare, kitchen, technology, cultural advisors) subject to CITC procurement approval.

4.2.4 Site Due Diligence, Utilities, Entitlements and Permits

1) The OPM shall track survey, title, easements, geotechnical investigation, utility locates/capacity, environmental and existing-condition reports; ensure assumptions are resolved before irreversible commitments.
2) The OPM shall coordinate with the Design-Builder and municipal authorities regarding land-use determination, administrative site-plan review, building permits, stormwater, traffic/access, utility and fire approvals.
3) The OPM shall escalate potential sewer-main extension versus service connection scenarios, water capacity and fire flow, utility lead times, and the effect of any offsite work on site-work start.
4) The OPM shall coordinate review of parking, circulation, childcare drop-off, pedestrian crossings, accessible routes, snow storage, drainage, winter construction and neighboring easement restrictions.
5) The OPM shall maintain permit matrix showing responsible applicants, prerequisites, submittal dates, agency review duration, comments, fees, approvals and permit-specific work restrictions.

4.2.5 Design Management and Interdisciplinary

1) The OPM shall publish design milestone calendar and review protocol for schematic design, design development, construction documents and permit sets; maintain formal comment and disposition logs.
2) The OPM shall facilitate coordinated design reviews across architecture, structure, civil, MEP, fire protection, technology, kitchen, childcare, clinic, acoustics, performance systems, and cultural elements.

3) The OPM shall obtain design-to-budget and schedule-impact reports at each milestone, including alternates, unresolved assumptions, code and operational issues, and long-lead decisions.
4) The OPM shall coordinate life-cycle and operating-cost comparisons for major systems (including HVAC boiler versus heat-pump approaches, backup heat, ventilation, and cooling), and present options for CITC approval. The OPM shall confirm design changes are documented, reflected in updated cost and schedule projections, and formally approved before issuance; do not assume design liability or certify code compliance.

4.2.6 Master Scheduling and Milestone Control

1) The OPM shall create and maintain integrated Owner master schedule incorporating procurement, approvals, design, investigations, permitting, financing, long-lead procurement, early works, construction, testing, occupancy, and closeout.
2) The OPM shall review the Design-Builder's detailed baseline CPM schedule, logic, critical path, float, procurement durations, weather constraints, manpower assumptions, and recovery plans.
3) The OPM shall monitor actual progress against baseline; obtain look-ahead schedules; identify slippage, concurrent dependencies, and impacts of late Owner decisions.
4) The OPM shall prepare milestone decision gates for April 2027 site preparation/excavation, conditioned on Survey/Geotech, utility strategy, approvals, early-work design, pricing, insurance/bonds and authorized NTP.
5) The OPM shall issue monthly schedule variance and forecast report with mitigation options, responsible parties, and deadlines.

4.2.7 Budget, Funding, Cost Estimates and GMP

1) The OPM shall prepare and maintain total project budget that separately identifies hard costs, soft costs, design/preconstruction, Owner costs, contingency, FF&E, technology, permits, testing, escalation, and financing/funding requirements.
2) The OPM shall reconcile conceptual estimates with developing design; review independent and Design-Builder estimates, quantity and assumption changes, allowances, exclusions, escalation, alternates and scope gaps.
3) The OPM shall coordinate value engineering and life-cycle cost decisions with documented impact on function, operations, maintainability, warranty, quality, and schedule.
4) The OPM shall review GMP proposal for scope completeness, exhibits, schedule, assumptions, allowances, contingencies, insurance/bonding treatment, savings provisions, audit rights, and change controls; advise CITC on acceptance readiness.
5) The OPM shall maintain cash-flow projections and funding draw schedule with CITC Finance/Grants, flag cost exposure before commitments. The OPM shall not independently approve GMP or certify grant allowability.

4.2.8 Early Site Work, Construction Readiness and Mobilization

1) The OPM shall prepare an early-work readiness checklist for design scope, site conditions, permits, utility coordination, environmental controls, logistics, safety plans, testing, bonds/insurance, and authorized scope/funding.
2) The OPM shall review construction logistics, temporary access, site fencing, neighbor coordination, deliveries, snow and weather planning, temporary utilities, sequencing, and continuity of adjacent operations.
3) The OPM shall coordinate CITC approvals of any phased notice to proceed; ensure early-work packages do not create unreviewed design, cost, permit, or contract exposures.
4) The OPM shall confirm reporting systems, site meeting cadence, inspection interfaces, RFI/submittal tracking and Owner access to project management software are operational.

4.2.9 Construction Oversight, Quality and Coordination

1) The OPM shall conduct regular field observation at a frequency appropriate to construction activity, supplemented by specialty inspectors and design professionals, document observations, photographs, progress, deficiencies, and follow-up.
2) The OPM shall attend Owner–Design-Builder meetings, coordinate schedule look-a heads, track RFIs/submittals/ASIs, resolve Owner-side decisions and maintain an outstanding-items log.
3) The OPM shall monitor execution against approved drawings, contract requirements, quality plans, and testing reports; notify Design-Builder and architect of observed deviations for formal evaluation and corrective action.
4) The OPM shall coordinate independent testing and special inspections, track nonconforming work, deferred submittals, mockups, commissioning readiness, and correction verification.
5) The OPM shall monitor safety-related reporting and notify the Design-Builder of observed concerns, while preserving the Design-Builder's contractual responsibility for site safety, means, and methods.

4.2.10 Payment Applications, Changes, Claims and Risk

1) The OPM shall review monthly pay applications with supporting schedule of values, progress evidence, stored-material documentation, lien/waiver requirements as applicable, retainage and approved changes; route for design professional and CITC review as contractually required.
2) The OPM shall maintain committed cost, forecast at completion, contingency ledger, pending change requests, allowances, and risk exposure; reconcile to Finance records monthly.
3) The OPM shall analyze proposed change orders for entitlement, scope, quantities, labor/equipment rates, markup, schedule effect, and alternatives; prepare recommendations but obtain CITC approval before authorization.
4) The OPM shall preserve contemporaneous records for delays, differing site conditions, disputes, and claims; coordinate contract notice deadlines with CITC Legal and procurement staff.

5) The OPM shall escalate projected overruns, unauthorized work, late payments, procurement risks, and material scope deviations promptly through agreed thresholds.

4.2.11 Communications, Reporting and Governance

1) The OPM shall lead weekly project coordination and monthly executive steering reviews; maintain agendas, minutes, action and decision logs with Owners and deadlines.
2) The OPM shall provide concise monthly dashboard showing scope status, cost-to-complete, funding/cash flow, schedule milestones, top risks, procurement/permits, safety/quality indicators, change exposure, and decisions needed.
3) The OPM shall provide prompt written escalation for high-impact events such as permit rejection, design gaps, budget overrun, critical path delays, contractor default, claim notices, and serious quality concerns.
4) The OPM shall maintain a single controlled project repository with version control, correspondence, approvals, meeting records, contract documents, and audit-ready records.

4.2.12 Commissioning, Occupancy and Owner Training

1) The OPM shall coordinate early commissioning planning, systems checklists, functional testing, integrated testing and resolution of deficiencies with Design-Builder, design professionals, and any Owner commissioning agent.
2) The OPM shall track AHJ inspections, occupancy certificates, fire/life safety, childcare, and health-related authorizations where applicable, utility signoffs and outstanding permit conditions.
3) The OPM shall coordinate equipment demonstrations, staff training, O&M manuals, warranties, spare parts, keys/access credentials, asset inventories, controls documentation and technology turnover.
4) The OPM shall coordinate punch lists and substantial-completion recommendations under the contract, while CITC retains acceptance authority; verify outstanding items, responsible parties and completion dates.
5) The OPM shall coordinate phased occupancy and operational readiness with CITC facilities/program leadership and avoid treating substantial completion as final closeout.

4.2.13 Final Completion, Warranty and Project Closeout

1) The OPM shall prepare closeout checklist for record drawings, as-builts, permit signoffs, warranties, commissioning reports, manuals, training evidence, testing reports, final lien/claims documentation and final account reconciliation.
2) The OPM shall review final payment and contingency reconciliation with CITC Finance and contract administrators; confirm closeout prerequisites and route final acceptance recommendations to CITC.
3) The OPM shall maintain warranty log, inspection calendar, response/escalation protocol and contractor correction tracking during the agreed warranty-support term.

4) The OPM shall conduct post-occupancy lessons-learned review and issue final Owner's project report summarizing approved baseline, actual costs, major changes, schedule, unresolved obligations, and recommendations.

4.2.14 Substantial Completion Review and Verification

For purposes of the OPM's services, "Substantial Completion" shall have the meaning established in the executed Design-Build Agreement.

The OPM shall coordinate and oversee the Substantial Completion review process on behalf of the Owner, including verification that:

1) The Work has been substantially completed in accordance with the Contract Documents and is suitable for the Owner's intended use and occupancy.
2) The applicable authority having jurisdiction has issued the required Certificate of Occupancy, Temporary Certificate of Occupancy, or equivalent occupancy authorization permitting the intended use of the facility.
3) Remaining incomplete or corrective work consists only of minor punch-list items that do not materially interfere with the safe, lawful, and intended occupancy, operation, or use of the facility.
4) Required inspections, testing, commissioning activities, and supporting documentation necessary for Substantial Completion have been completed or otherwise addressed in accordance with the Contract Documents.
5) Any outstanding deficiencies, incomplete work, or conditions of occupancy authorization have been documented, assigned, and incorporated into an appropriate corrective action or closeout plan.

The OPM shall provide the Owner with a written recommendation regarding whether the requirements for Substantial Completion have been satisfied, including identification of outstanding conditions, risks, and recommended actions.

The OPM shall not independently declare Substantial Completion, modify contractual completion requirements, or waive outstanding obligations unless expressly authorized in writing by the Owner.

Final determination and acceptance of Substantial Completion shall remain with the Owner in accordance with the Design-Build Agreement.

4.2.15 Minimum Deliverables and Reporting

Deliverable	Minimum timing / trigger
Project Execution Plan, governance/RACI, communication and approval protocols	Within 30 days; update at major phase transitions
Integrated master schedule and milestone dashboard	Baseline within 30–45 days; review monthly
Owner requirements and scope reconciliation register	Before design basis approval; update each design milestone
Decision / risk / issue / action logs	Live; review weekly
Permits, utilities, due diligence and procurement trackers	Live; review at least biweekly during active preconstruction
Design review comment logs and approval packages	Each formal design submission
Total project budget, cost report, cash flow and contingency ledger	Monthly and at major funding/GMP gates
GMP readiness review and recommendation memorandum	Before CITC GMP approval
Construction field observation and meeting records	Per approved field plan; meeting minutes within [TBD] business days
Pay application and change order recommendation packages	Each submission; before Owner action
Executive dashboard and decision memo	Monthly; urgent escalation as needed
Commissioning, occupancy, punch list and closeout trackers	Initiate before completion; update through closeout
Warranty log and final project report	Through agreed warranty term; final report at contract completion

4.2.16 Staffing, Coverage, and Performance Expectations

Proposers shall price and describe a dedicated full-time lead OPM during active design, permitting, preconstruction, GMP negotiation and construction, with an agreed approach to reduced/periodic coverage during low-activity periods and the warranty term. The proposal shall identify hours/week, onsite attendance, travel, meeting coverage, response times, substitute coverage, project software access and workload restrictions. CITC may negotiate a phase-based staffing schedule; no commitment to full-time staffing for every calendar week is implied without contract approval.

The selected Owner's Project Manager (OPM) shall provide sufficient qualified personnel, professional resources, and management coverage to effectively perform all services required under the Agreement throughout the authorized Project phases, including design, permitting, preconstruction, Guaranteed Maximum Price (GMP) development and negotiation, construction, commissioning, closeout, and the agreed warranty-support period.

1) Lead OPM and Staffing Plan

Proposers shall designate a qualified Lead OPM who will serve as CITC's primary day-to-day project management representative and remain accountable for coordination, communication, reporting, and performance of the required services.

The proposal shall include a phase-based staffing and coverage plan identifying key personnel, assigned responsibilities, anticipated availability, onsite attendance, meeting participation, specialty support, and other professional commitments that could affect Project performance.

2) Availability, Site Presence, and Responsiveness

The OPM shall maintain appropriate availability and responsiveness based on Project activity, risk, and coordination requirements. Regular onsite attendance shall be provided during active construction, with increased presence as reasonably necessary for critical construction activities, significant quality concerns, inspections, commissioning, and closeout.

Proposers shall identify proposed communication and response-time standards, meeting coverage arrangements, travel requirements, and procedures for addressing urgent Project matters.

Reduced or periodic coverage may be proposed during lower-activity periods and the agreed warranty-support period, provided all contractual obligations and required deliverables, continue to be satisfied.

3) Continuity of Services and Professional Support

The OPM shall maintain qualified backup coverage during personnel absences and provide access to appropriate specialty expertise when necessary to fulfill the Scope of Services.

Proposers shall describe their procedures for personnel substitution, continuity of Project knowledge, document management, and access to necessary project management software and reporting systems.

Material substitutions of designated key personnel shall require CITC's prior written approval, except for temporary emergency coverage, which shall be promptly reported to CITC.

4) Fixed-Price Staffing Commitment and Performance Accountability

CITC does not prescribe or purchase a fixed number of personnel hours per week. The proposed staffing and coverage plan shall constitute a performance commitment included in the fixed contract price, subject to the terms of the executed Agreement.

The Agreement shall establish measurable expectations for availability, communication, meeting participation, reporting, deliverable completion, and responsiveness without converting the fixed-price arrangement into hourly or time-and-materials compensation.

The OPM shall adjust its staffing and resource allocation as reasonably necessary to meet the requirements of the agreed Scope of Services and performance period, without additional compensation unless expressly authorized through a written Contract amendment.

5) Fixed-Price Staffing Commitment and Performance Accountability

CITC does not prescribe or purchase a fixed number of personnel hours per week. The proposed staffing and coverage plan shall constitute a performance commitment included in the fixed contract price, subject to the terms of the executed Agreement.

The Agreement shall establish measurable expectations for availability, communication, meeting participation, reporting, deliverable completion, and responsiveness without converting the fixed-price arrangement into hourly or time-and-materials compensation.

The OPM shall adjust its staffing and resource allocation as reasonably necessary to meet the requirements of the agreed Scope of Services and performance period, without additional compensation unless expressly authorized through a written Contract amendment.

4.2.17 OPM Service Requirements and Performance Standards

The selected Owners Project Manager (OPM) shall meet or exceed the minimum service and performance standards established in this section and the accompanying performance requirements table. These standards are intended to establish consistent and measurable expectations for professional availability, communication, responsiveness, documentation, financial oversight, schedule management, risk identification, and overall Project administration throughout the agreed contract period.

The OPM shall act as the Owner's designated project management representative, providing proactive oversight, independent professional recommendations, and timely coordination of Project activities to protect the Owner's financial, operational, contractual, and scheduling interests.

The Proposer shall confirm its ability to satisfy these requirements and clearly identify any proposed exceptions in its proposal. The selected OPM's approved staffing and coverage plan, together with the performance standards established herein, shall be incorporated into the executed Professional Services Agreement.

These requirements constitute performance obligations under the fixed-price professional services contract and shall not be interpreted as establishing hourly compensation, a mandatory 40-hour workweek, or continuous onsite presence. The OPM shall provide the professional resources, availability, and level of effort reasonably necessary to fulfill the agreed Scope of Services and performance requirements throughout the contract duration.

All services shall be performed within the agreed Scope of Services and contract duration. Any modifications to these requirements shall require the Owner's prior written approval.

4.2.18 Minimum Service and Performance Requirements

Performance Category	Minimum Requirement
Professional Availability	The designated lead OPM shall remain actively engaged and reasonably available throughout all assigned Project phases, with availability appropriate to Project activities, risks, and required decisions.
Staffing and Coverage	The OPM shall maintain the approved staffing plan, identify qualified backup personnel, and provide continuity of services during absences or personnel transitions.

Meeting Participation	Attend and actively participate in required Project meetings, including design coordination, construction progress, budget reviews, schedule reviews, and other meetings identified by the Owner.
Meeting Documentation	Prepare and distribute meeting minutes, action items, responsible parties, and required completion dates within three (3) business days following meetings for which the OPM is responsible for documentation, unless otherwise directed by the Owner.
Communication and Responsiveness	Acknowledge routine Owner communications within one (1) business day and provide substantive responses within a reasonable period appropriate to the issue's complexity and urgency.
Urgent Issues	Promptly notify the Owner of urgent matters involving safety, significant financial exposure, material schedule impacts, or other conditions requiring immediate attention.
Monthly Progress Reporting	Submit a comprehensive written Project status report at least monthly, including budget, schedule, risks, pending decisions, procurement status, construction progress, and recommended corrective actions.
Deliverable Management	Complete and submit all required reports, reviews, recommendations, and other deliverables within the deadlines established in the Agreement, approved Project schedule, or Owner-authorized deliverables schedule.
Schedule Oversight	Review baseline schedules, schedule updates, critical-path activities, milestone progress, delays, and proposed recovery measures. Identify material concerns and provide recommendations to the Owner.
Budget and Cost Oversight	Monitor approved budgets, commitments, expenditures, forecasts, contingencies, and potential cost overruns. Promptly identify material financial variances and recommend corrective actions.
GMP Review	Review the Design-Builder's proposed GMP, supporting estimates, subcontractor pricing, allowances, contingencies, exclusions, assumptions, General Requirements, and applicable fee calculations. Provide a documented recommendation to the Owner before approval.
Change Order Review	Review proposed change orders for contractual entitlement, scope justification, cost reasonableness, schedule impacts, supporting documentation, and consistency with applicable contract requirements.

Payment Application Review	Review payment applications against the approved Schedule of Values, documented work progress, supporting records, stored materials, retainage requirements, and contract provisions. Provide written payment recommendations.
Risk Management	Maintain a current Project risk register identifying risks, potential impacts, assigned responsibility, mitigation measures, and recommended actions.
Decision Management	Maintain a decision register documenting matters requiring Owner action, supporting recommendations, responsible decision-makers, required decision dates, and final dispositions.
Document Control	Maintain organized Project records and oversee proper documentation of RFIs, submittals, ASIs, change orders, meeting records, correspondence, and other contractual documents within the approved Project management system.
Quality Oversight	Monitor Design-Builder quality management activities, review reported deficiencies, coordinate required inspections and testing, and track corrective actions without assuming the Design-Builder's responsibility for construction quality or safety.
Project Closeout	Coordinate and monitor completion of punch-list items, required inspections, commissioning documentation, warranties, O&M manuals, training, record documents, and other closeout deliverables.
Warranty Oversight	Monitor warranty obligations during the contracted warranty services period, coordinate reported deficiencies, and track corrective actions and outstanding warranty matters.

4.2.19 Timely Completion of Deliverables and Reports

The OPM shall be responsible for the timely preparation, review, submission, and maintenance of all reports, recommendations, schedules, registers, evaluations, and other deliverables required under the Agreement.

The OPM shall establish and maintain a deliverables tracking system identifying each required deliverable, responsible individual, scheduled submission date, current status, and any outstanding Owner review or approval.

Deliverables shall be complete, accurate, professionally prepared, and sufficiently detailed to support informed Owner decision-making.

The OPM shall promptly notify the Owner when a required deliverable may not be completed within the established timeframe. Such notification shall identify the reason for the anticipated delay, potential Project impacts, proposed corrective measures, and anticipated completion date.

Notification of an anticipated delay shall not independently constitute approval of an extension or relieve the OPM of its contractual obligations.

4.2.20 Identification and Communication of Project Delays, Cost Overruns, and Risks

The OPM shall proactively monitor Project activities and promptly identify actual or reasonably foreseeable conditions that may adversely affect Project cost, schedule, quality, contractual compliance, or operational objectives.

The OPM shall not rely solely upon information voluntarily reported by the Design-Builder but shall exercise independent professional judgment in reviewing available Project records, reports, schedules, and supporting documentation.

Upon identifying a material concern, the OPM shall provide written notification to the Owner identifying:

1) The nature and circumstances of the issue.
2) The potential financial, scheduling, operational, or contractual impacts.
3) The parties responsible for addressing the issue.
4) Available corrective or mitigation measures.
5) The OPM's recommended course of action.
6) Any required Owner decisions and associated deadlines.

Urgent matters requiring immediate attention shall be communicated promptly through the established escalation procedures, followed by written documentation.

The OPM shall maintain and regularly update the Project risk register and shall monitor unresolved matters through documented resolution or formal Owner acceptance of the remaining risk.

4.2.21 Review of Schedules, Change Orders, Payment Applications, and GMP Documentation

The OPM shall conduct timely, thorough, and independent reviews of Design-Builder submissions within the scope of its contractual responsibilities.

1) Project Schedules

The OPM shall review baseline and updated Project schedules for completeness, logic, sequencing, milestone compliance, critical-path impacts, and consistency with contractual requirements.

The OPM shall identify material deviations, evaluate proposed recovery measures, and provide written recommendations regarding schedule acceptance, required revisions, or corrective actions.

2) Change Orders

The OPM shall evaluate proposed change orders for scope justification, contractual entitlement, supporting cost documentation, labor and material pricing, applicable overhead and profit limitations, schedule impacts, and potential alternatives.

The OPM shall provide written recommendations to the Owner before any proposed change is approved.

3) Payment Applications

The OPM shall review payment applications for consistency with the approved Schedule of Values, documented progress, contract requirements, applicable retainage, previously approved changes, and required supporting documentation.

The OPM shall identify discrepancies and recommend approval, adjustment, or rejection, as appropriate.

4) Guaranteed Maximum Price (GMP)

The OPM shall review the proposed GMP and supporting documentation for completeness, transparency, reasonableness, and consistency with the Design-Build Agreement and approved Project requirements.

The review shall include applicable direct costs, subcontractor and supplier pricing, General Requirements, allowances, contingencies, assumptions, exclusions, overhead, profit, and other applicable cost components.

The OPM shall provide the Owner with a written GMP evaluation identifying material concerns, unresolved questions, potential cost exposures, and recommendations before the Owner considers approval.

The OPM's review and recommendation shall not constitute authorization to approve expenditures, execute change orders, establish the GMP, or otherwise financially obligate the Owner.

5) Reporting and Communication Compliance

The OPM shall comply with all reporting, meeting, communication, escalation, and document control requirements established by the Agreement and approved Project procedures.

The OPM shall maintain clear, accurate, timely, and accessible Project records sufficient to document Project progress, significant communications, financial recommendations, schedule evaluations, decisions, and outstanding issues.

Reports submitted to the Owner shall identify material changes from previous reporting periods and distinguish completed activities from pending, delayed, or unresolved matters.

The OPM shall ensure that matters requiring Owner approval are clearly identified and supported by sufficient information to facilitate timely and informed decisions.

The OPM shall not make unauthorized contractual commitments or represent that Owner approval has been granted without the required authorization.

6) Corrective Action for Unsatisfactory Performance

If the Owner determines that the OPM has failed to satisfy an applicable contractual performance requirement, the Owner may issue written notice identifying the deficiency and requiring corrective action.

Unless a different procedure is established in the executed Agreement, the notice may require the OPM to submit a written corrective action plan within five (5) business days after receipt.

The corrective action plan shall identify:

1) The nature and cause of the performance deficiency.
2) The actions proposed to correct the deficiency.
3) The personnel responsible for implementation.
4) The anticipated completion date.
5) Measures intended to prevent recurrence.

The Owner may require revisions to the proposed corrective action plan when the proposed measures are inadequate.

The OPM shall implement approved corrective actions within the timeframe established by the Owner, subject to the Agreement.

Failure to submit or implement an acceptable corrective action plan, repeated deficiencies, or failure to correct material performance issues may constitute grounds for additional contractual remedies.

The corrective action process shall not limit the Owner's rights concerning material breaches or circumstances requiring immediate action under the Agreement.

7) Contractual Remedies for Failure to Perform

The OPM's failure to fulfill material contractual obligations, maintain required professional performance standards, provide required staffing, or complete required deliverables may constitute a breach of the Professional Services Agreement.

Subject to the notice, cure, payment, termination, and other provisions of the executed Agreement, available remedies may include:

1) Written notice of noncompliance or deficiency.
2) Required corrective action or resubmission of deficient deliverables.

3) Replacement of personnel who fail to meet approved qualification or performance requirements, subject to applicable contract provisions.
4) Withholding or adjustment of payment for incomplete or nonconforming services where expressly authorized by the Agreement.
5) Termination for cause following applicable notice and cure requirements.
6) Recovery of damages or pursuit of other remedies available under the Agreement and applicable law.

The Owner reserves the right to exercise applicable contractual remedies when the OPM fails to satisfy its obligations.

The OPM shall remain responsible for its own acts, omissions, and contractual performance but shall not be automatically responsible for delays, defective work, or other failures attributable to the Design-Builder or third parties outside the OPM's contractual responsibility or control.

No provision of this section shall be interpreted as transferring the Design-Builder's construction performance obligations to the OPM.

8) Performance Monitoring and Evaluation

The Owner may periodically evaluate the OPM's performance against the requirements established in the Agreement, approved Scope of Services, staffing plan, deliverables schedule, and performance standards.

Performance evaluations may consider:

- Timeliness and completeness of required deliverables.
- Responsiveness and professional availability.
- Accuracy and usefulness of Project reporting.
- Effectiveness of schedule, budget, and risk oversight.
- Quality of reviews and recommendations.
- Timely identification and escalation of material issues.
- Compliance with communication and document control procedures.
- Effectiveness of corrective actions and resolution of outstanding matters.

The Owner may document performance concerns, request improvement measures, and consider performance history when exercising rights expressly provided under the Agreement.

Performance evaluations shall not modify the agreed fixed-price compensation structure or create additional services beyond the approved Scope of Services without an authorized written amendment.

9) Owner Authority and Limitations

The OPM shall provide professional oversight, coordination, analysis, and recommendations on behalf of the Owner but shall not independently exercise authority reserved to CITC under the Agreement.

Unless expressly authorized in writing, the OPM shall not:

1) Approve or execute change orders.
2) Authorize expenditures or additional contractual commitments.
3) Approve the GMP or modifications to the GMP.
4) Modify contractual completion dates.
5) Waive contractual requirements.
6) Direct changes to the Design-Builder's contracted scope of work.
7) Execute contracts or amendments on behalf of the Owner.

All final contractual, financial, and policy decisions shall remain with the Owner or its expressly authorized representatives.

The OPM shall ensure that recommendations requiring Owner approval are properly documented and submitted through established approval procedures.

Service Requirement	Minimum Performance Standard
Routine CITC Communications	Acknowledge and respond to routine communications within one (1) business day.
Urgent Project Matters	Provide an initial response within two (2) business hours during agreed coverage periods. Escalate matters presenting immediate safety, financial, or schedule risks without unreasonable delay.
Project Meetings	Lead OPM or CITC-approved qualified representative shall attend all scheduled Project meetings requiring OPM participation, including design, preconstruction, GMP, construction progress, and closeout meetings.
Critical Construction Activities	Provide onsite representation during critical construction activities, major inspections, significant quality concerns, commissioning, and other activities identified in the approved risk-based coverage plan.
Weekly Project Reporting	Submit a written Project status report on an agreed day each week during active Project phases, addressing

	schedule, budget, risks, decisions, action items, and upcoming milestones.
Lead OPM Absence and Backup Coverage	Provide advance notice of planned absences and designate qualified backup personnel. Unexpected absences shall be communicated promptly, with continuity of essential services maintained.
Project Documentation and Records	Maintain current, organized Project records, including meeting minutes, decision logs, action registers, correspondence, change documentation, and financial tracking.
Schedule and Budget Monitoring	Monitor the Project Schedule and overall Project budget, identify material variances, and promptly communicate potential impacts and recommend corrective actions to CITC.
Critical Issue Escalation	Promptly notify CITC of significant matters involving safety, potential cost overruns, material delays, contractual disputes, or other substantial Project risks.
Key Personnel Changes	Obtain CITC's prior written approval before permanent substitution of designated key personnel, except for temporary emergency coverage, which shall be promptly reported.
Software and Information Access	Maintain access to and proficiency with agreed Project management, scheduling, document control, and reporting systems. Provide CITC access to required Project records and deliverables.
Closeout and Warranty Support	Provide scheduled and as-needed coordination during commissioning, occupancy, closeout, and the agreed warranty-support period, consistent with the approved staffing plan and Scope of Services.

10) Key Performance Expectations

- Owner decision packages delivered sufficiently early to support required approvals; no unauthorized commitments.
- Accurate and current integrated budget, schedule, risks, approvals and change records; no concealed forecast exposures.
- Timely written meeting minutes, escalation of critical issues, and closure of assigned action items.
- Design and GMP reviews demonstrate documented scope, estimate and schedule reconciliation.
- Closeout records, training, commissioning and warranty obligations tracked to documented resolution.

4.2.22 Owner / OPM / Design-Builder Responsibility Boundaries

Activity	OPM role	CITC / other authority
Approve scope, funding, GMP and material changes	Review, advise, document, route	CITC authorized approver
Architectural and engineering design	Coordinate/review process and requirements	Licensed designers retain professional responsibility
Construction means, methods and site safety	Observe/report; coordinate	Design-Builder controls and is responsible
Permits and agency submissions	Track and facilitate	Contractually designated applicant and AHJ
Procurement award and contract execution	Support analysis and documentation	CITC Procurement/Legal/authorized signer
Payments	Verify supporting information and recommend	Design professional / CITC as contract requires
Claims and grant interpretation	Collect records, identify issues, coordinate	CITC Legal, Finance, Grants and funder as applicable

Section 5. Proposal Content and Format Requirements

Proposers shall include a comprehensive narrative and supporting documentation sufficient to demonstrate the Proposers' 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, resume, sand 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 submission 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

Proposers shall provide a comprehensive summary of the firm's qualifications and demonstrated experience providing independent Owner's Project Management (OPM), Owner's Representative, or comparable professional project management services on construction projects of similar size, scope, complexity, and contractual requirements to the proposed K'teya Cultural Center.
Particular emphasis shall be placed on experience representing Owners throughout Design-Build project delivery, including design and preconstruction oversight, Guaranteed Maximum Price (GMP) evaluation, construction monitoring, financial and schedule management, and project closeout.

Relevant experience working with nonprofit organizations, Alaska Native and American Indian organizations, tribal entities, and community-serving institutions will receive particular consideration.

The summary shall address the following items:

1) Comparable Project Experience

a) Describe the firm's experience providing OPM or Owner's Representative services on projects comparable in size, construction value, complexity, and functional requirements to the proposed K'teya Cultural Center.
   i. 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.

b) Identify the firm's role and level of responsibility during each Project phase, including early planning, design, preconstruction, construction, commissioning, occupancy, closeout, and warranty administration, as applicable.
c) Demonstrate experience representing Owners on projects requiring coordination among multiple design disciplines, specialized building systems, operational requirements, and stakeholder groups.

2) Design-Build Project Management and GMP Oversight Experience

Demonstrate experience serving as an independent OPM or Owner's Representative on projects utilizing Design-Build or comparable collaborative project delivery methods.

a) Describe the firm's experience overseeing and coordinating:
b) Design development and preconstruction activities.
c) Progressive construction cost estimates and budget reconciliation.
d) Constructability evaluations and design alternatives.
e) Development and review of proposed Guaranteed Maximum Prices (GMPs).
f) Evaluation of GMP assumptions, allowances, contingencies, exclusions, and supporting cost documentation.
g) Open-book cost reporting and subcontractor procurement transparency.
h) Construction scheduling, procurement planning, and milestone coordination.
i) Construction progress monitoring, payment application reviews, and change management.
j) Commissioning, Project closeout, and warranty-related obligations.
k) Identify specific experience advising Owners on projects in which the GMP was developed and negotiated following initial Design-Builder selection and further design development.
l) Explain how the firm maintained independent professional judgment, identified potential financial or contractual risks, and provided documented recommendations to support Owner decisions.

3) Nonprofit, Tribal, and Community Organization Experience

a) Describe previous experience providing OPM, Owner's Representative, construction management advisory, or related professional services to nonprofit organizations, Alaska Native and American Indian organizations, tribal governments, tribal corporations, or other community-focused entities.
b) Explain the firm's experience coordinating with organizational leadership, governing bodies, program representatives, community stakeholders, and multiple decision-making groups while maintaining effective communication, accountability, and respect for organizational priorities and cultural considerations.
c) Where applicable, identify experience supporting projects funded through grants, charitable contributions, governmental programs, or multiple funding sources.
d) Describe the firm's experience assisting Owners with funding-related documentation, financial reporting, procurement compliance coordination, and maintenance of records required for audits or funding reviews.

4) Alaska Construction and Regulatory Experience

a) Describe the firm's experience providing project management or Owner's Representative services for construction projects located in Alaska.

b) Demonstrate familiarity with applicable building codes, permitting and regulatory requirements, local construction conditions, seasonal limitations, labor and material availability, and procurement challenges that may affect Project delivery.
c) Identify experience coordinating with Alaska-based design professionals, contractors, subcontractors, suppliers, permitting authorities, and other relevant Project participants.
d) Explain how the firm has assisted Owners in identifying and managing risks associated with Alaska construction conditions, including scheduling constraints, material procurement, logistics, and regulatory approvals.

5) Budget, Schedule, and Cost Management

Demonstrate the firm's experience independently monitoring and managing overall Project budgets, construction schedules, financial forecasts, and contractual obligations on behalf of Owners.

Describe experience with:

a) Establishing and maintaining comprehensive Project budgets, including construction costs and Owner-incurred expenses.
b) Reviewing progressive construction cost estimates and identifying potential budget discrepancies.
c) Evaluating design alternatives and proposed cost-saving measures.
d) Reviewing GMP proposals and supporting cost documentation.
e) Monitoring contingencies, allowances, commitments, pending changes, and anticipated cost exposures.
f) Reviewing construction payment applications and proposed contract modifications.
g) Evaluating Project Schedule updates, critical milestones, and potential delays.
h) Providing timely financial and schedule reporting to Owners.

Identify experience maintaining financial transparency and supporting Owner accountability on projects involving multiple funding sources, where applicable.

The response shall demonstrate the firm's ability to identify potential cost overruns, schedule impacts, and unresolved financial risks early enough to support informed Owner decisions and corrective actions.

6) Project Coordination and Stakeholder Management

Describe the firm's experience coordinating multidisciplinary design and construction teams, specialty consultants, Design-Build contractors, Owner representatives, regulatory agencies, and other Project stakeholders.

Explain the firm's approach to managing communication, coordinating design and construction reviews, resolving outstanding issues, documenting decisions, and maintaining accountability among Project participants.

Demonstrate experience assisting Owners with limited internal construction management resources by providing clear technical explanations, independent evaluations, organized decision packages, and recommendations that support timely and informed decisions.

Identify experience establishing Project governance procedures, reporting systems, decision registers, risk registers, action-item tracking, and other management controls necessary for effective Project oversight.

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.

Examples shall emphasize projects in which the firm served as the Owner's Project Manager, Owner's Representative, or in a comparable independent Owner-advisory capacity.

For each project, provide the following information:

a) Project name and location.
b) Owner or client organization.
c) Facility type, approximate square footage, and primary building functions.
d) Project delivery method and the firm's specific contractual role.
e) Original and final construction contract values, including an explanation of material cost changes.
f) Original and actual substantial completion dates, including an explanation of significant schedule changes.
g) Approximate duration of the firm's professional services engagement and Project phases supported.
h) Description of the firm's responsibilities for design coordination, preconstruction oversight, cost estimating review, GMP evaluation, construction monitoring, and closeout, as applicable.
i) Significant Project challenges, risks, or disputes and the firm's role in identifying, evaluating, and assisting with their resolution.
j) Examples of recommendations, management practices, or corrective actions that contributed to successful Project outcomes.
k) Identification of key personnel proposed for the K'teya Cultural Center who participated in the referenced project, including their specific roles.
l) Owner or client reference, including name, title, telephone number, and email address.

Proposers shall clearly distinguish services personally performed by the firm from responsibilities performed by the Design-Builder, design professionals, contractors, or other Project participants.

8) Demonstrated Results and Lessons Learned

Proposers shall summarize significant achievements, management improvements, innovative approaches, and lessons learned from comparable projects that demonstrate the firm's ability to represent Owner interests, maintain financial transparency, coordinate stakeholders, and support successful Project delivery.

The response should identify examples of how the firm's involvement contributed to improved Project coordination, early identification of financial or schedule risks, informed Owner decisions, effective change management, or successful resolution of significant Project issues.

Where applicable, describe lessons learned from managing complex Design-Build projects and how those lessons would inform the firm's approach to the K'teya Cultural Center.

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 Owner's Project Management services, rather than solely on the number or dollar value of projects completed.

Experience working with nonprofit organizations, Alaska Native and American Indian organizations, tribal entities, and community-serving institutions shall be considered as part of the firm's overall qualifications, consistent with the evaluation criteria established in this RFP.

5.3 Firm Profile and Organizational Structure

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

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

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

3) Primary areas of professional expertise and services provided.

4) Organizational structure and management responsibilities relevant to the Project.

5) Availability of internal project management, construction management, estimating, scheduling, contract administration, and technical support resources.

6) Identification of proposed specialty consultants, subconsultants, or other supporting professional resources, as applicable.

7) General organizational capacity to undertake and fulfill the OPM responsibilities while maintaining existing contractual commitments.

The Proposer shall clearly identify the entity that will serve as the contracting OPM and assume responsibility for performing the professional services required under the resulting Agreement, including coordination and management of any approved supporting personnel or subconsultants.

5.4 Understanding of the Project and Owners 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, current development status, established overall Project budget, Design-Build delivery approach, and the importance of coordinating Project decisions with CITC's operational and programmatic objectives.

The Proposer shall demonstrate an understanding of the distinction between the Design-Builder's contractual responsibilities and the OPM's independent oversight and advisory responsibilities.

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

1) **Proposed Owner Project Management Approach**
Describe the Proposer's proposed approach to representing the Owner and providing comprehensive project management services throughout the Project.

The response shall explain how the OPM intends to:

a) Establish an organized project management structure, reporting procedures, and management controls.

b) Coordinate with CITC, the Design-Builder, design professionals, consultants, and other authorized Project stakeholders.

c) Support development and documentation of Owner requirements, Project objectives, and required decisions.

d) Monitor design development, preconstruction activities, procurement planning, and construction progress.

e) Independently review progressive construction cost estimates, Project schedules, and the proposed Guaranteed Maximum Price (GMP).

f) Identify and communicate design coordination issues, potential scope gaps, financial exposures, and schedule risks.

g) Provide timely, documented evaluations and recommendations to support CITC's decisions.

h) Coordinate Project oversight through construction, commissioning, occupancy, closeout, and the agreed warranty-support period.

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

2) **Collaboration, Communication, and Owner Coordination**
Describe the proposed procedures for maintaining effective communication and coordination among CITC, the Design-Builder, design professionals, consultants, regulatory agencies, and other authorized Project stakeholders.

The response shall address:

a) Designation of the Lead OPM and primary points of contact.

b) Proposed Project meeting structure, reporting procedures, and communication protocols.

c) Methods for documenting Owner decisions, approvals, action items, and outstanding issues.

d) Procedures for preparing and presenting technical, financial, contractual, and scheduling information in a manner that supports informed Owner decisions.

e) Coordination of required CITC reviews, approvals, and stakeholder input.

f) Methods for escalating significant Project risks, contractual concerns, conflicts, or unresolved matters.

g) Procedures for maintaining clear lines of communication and accountability among Project participants.

The OPM shall recognize CITC's retained decision-making authority and shall not authorize expenditures, contractual modifications, or other commitments on behalf of the Owner without express written authorization.

3) **Design Development and Preconstruction Oversight Strategy**
Describe the Proposer's approach to monitoring and coordinating the Design and Pre-Construction Phase, including design development, progressive construction cost estimating, constructability reviews, permitting coordination, procurement planning, and preparation of the proposed GMP.

The response shall explain how the OPM will:

a) Coordinate Owner review of design submissions and proposed design alternatives.

b) Evaluate consistency between the developing design, approved Project requirements, available construction budget, and anticipated schedule.

c) Monitor design decisions and identify unresolved issues requiring Owner direction.

d) Review progressive cost estimates and communicate material discrepancies or cost concerns.

e) Evaluate the Design-Builder's preconstruction deliverables and proposed GMP documentation.

f) Assist CITC in understanding the financial, contractual, and scheduling implications of proposed decisions.

The Proposer shall describe its methodology for identifying and communicating concerns sufficiently early to allow CITC to evaluate alternatives before significant financial or contractual commitments are made.

4) **Budget Management and Financial Transparency**
Describe the proposed approach to independent Project budget oversight, financial monitoring, cost forecasting, and evaluation of the Design-Builder's cost information.

a) The response shall explain how the OPM will:

b) Establish and maintain a comprehensive overall Project budget.

c) Distinguish Design-Builder contract costs from Owner-incurred Project expenses.

d) Monitor commitments, expenditures, contingencies, pending changes, and anticipated cost exposures.

e) Review progressive construction cost estimates and evaluate their alignment with the approved Project scope.

f) Assess the proposed GMP, including allowances, contingencies, exclusions, assumptions, and supporting cost documentation.

g) Review payment applications and proposed contract changes for consistency with contractual requirements.

h) Provide CITC with accurate, timely, and understandable financial reporting and recommendations.

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

The response shall identify procedures for detecting potential budget overruns and communicating financial risks before they adversely affect the Project.

5) **Project Scheduling and Procurement Oversight Approach**
Describe the Proposer's methodology for coordinating, reviewing, and monitoring the development and maintenance of a realistic Project Schedule throughout design, preconstruction, procurement, and construction.

The response shall address:

a) Coordination of major Project milestones and required Owner decisions.

b) Review of design, permitting, procurement, and construction schedule activities.

c) Evaluation of critical-path activities, schedule dependencies, and potential delays.

d) Monitoring of long-lead material procurement and significant subcontractor procurement activities.

e) Review of schedule updates and identification of material deviations from approved milestones.

f) Procedures for evaluating proposed recovery measures and communicating schedule risks to CITC.

The Owner's preliminary target dates shall be considered planning objectives rather than mandatory contractual deadlines.

The final Project Schedule shall be developed in coordination with the selected Design-Builder during the Pre-Construction Phase and shall be subject to CITC's review and written approval.

The OPM shall independently evaluate the reasonableness of proposed schedules and provide recommendations to CITC without assuming the Design-Builder's responsibility for construction sequencing, means, methods, or performance.

6) **Quality Oversight and Risk Management**
Describe the Proposer's approach to identifying, evaluating, documenting, and monitoring Project risks, including design coordination, cost escalation, procurement delays, constructability concerns, construction quality, regulatory requirements, and contractual compliance.

The response shall explain the proposed procedures for:

a) Establishing and maintaining a Project risk register.

b) Identifying material risks and recommending mitigation measures.

c) Coordinating Owner reviews of design quality and Project requirements.

d) Monitoring construction quality through appropriate site observations, reporting, and coordination.

e) Reviewing reported deficiencies, testing results, inspection findings, and proposed corrective actions.

f) Tracking unresolved issues and communicating matters requiring Owner decisions.

g) Monitoring the Design-Builder's compliance with applicable contractual quality requirements.

The Proposer shall describe how its approach will promote early identification of potential problems, timely communication, documented corrective actions, and accountability throughout Project delivery.

The OPM's oversight responsibilities shall not relieve the Design-Builder, design professionals, or other Project participants of their contractual or professional obligations.

7) **Construction, Commissioning, and Closeout Oversight Approach**
Provide an overview of the Proposer's proposed approach to monitoring construction activities and coordinating the transition from preconstruction through Project completion and facility occupancy.

The response shall address:

a) Construction progress monitoring and coordination of Project meetings.

b) Review of construction schedules, payment applications, proposed changes, and progress reporting.

c) Monitoring of outstanding construction issues and required corrective actions.

d) Coordination with the Design-Builder and appropriate professionals regarding inspections, testing, and commissioning activities.

e) Monitoring of punch-list completion, Owner training, and operational readiness.

f) Tracking of required closeout documentation, including record drawings, operation and maintenance manuals, warranties, certifications, and other contractual deliverables.

g) Coordination of final completion, Project records turnover, and outstanding contractual obligations.

h) Procedures for monitoring and documenting warranty-related matters during the agreed warranty-support period.

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

8) **Project-Specific Innovations and Recommendations**
Proposers are encouraged to identify practical, Project-specific strategies that may improve Project management efficiency, financial transparency, design coordination, schedule reliability, risk management, communication, or overall Project value.

Recommendations may include improvements to reporting systems, decision-management procedures, document controls, financial tracking, stakeholder coordination, or other professional management practices that would benefit CITC.

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

Any proposed additional services or resources beyond the required Scope of Services shall be clearly identified and separately priced, where applicable.

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.

5.5 Project Team Qualifications, References, and Current Workload

Proposers shall provide a comprehensive overview of the proposed Owner's Project Management (OPM) team, including designated leadership, key personnel, backup personnel, specialty consultants, relevant professional qualifications, and current project commitments.

The submission shall demonstrate that the proposed team possesses the experience, technical capabilities, organizational resources, and availability necessary to provide independent project management, financial oversight, schedule monitoring, contract administration, and professional advisory services throughout the K'teya Cultural Center Project.

The proposed team shall have sufficient resources to support the Project's design, preconstruction, construction, commissioning, closeout, and agreed warranty-support activities in accordance with the requirements of this RFP.

The submission shall address the following requirements:

5.5.1 Project Leadership and Team Structure

Identify the proposed Lead Owner's Project Manager (Lead OPM), designated backup personnel, key supporting staff, and any specialty consultants or subcontracted professional services firms anticipated to participate in the Project.

For each proposed team member or supporting firm, describe:

1) Name, professional title, and employing organization.

2) Proposed role and primary responsibilities.

3) Relevant experience providing Owner's Project Management, Owner's Representative, or comparable professional services.

4) Experience supporting Design-Build projects and independent oversight of design, preconstruction, construction, and closeout activities.

5) Experience with project budgeting, GMP evaluation, construction cost review, scheduling, contract administration, and risk management, as applicable.

6) Anticipated participation during each Project phase.

7) Reporting relationships and responsibilities for communication with CITC and other authorized Project participants.

The Proposer shall designate one individual to serve as the primary Lead OPM and principal point of contact for CITC.

The Lead OPM shall be responsible for coordinating the firm's professional services, maintaining continuity of Project oversight, and ensuring timely communication and delivery of required management services.

The Proposer shall clearly distinguish the responsibilities of the Lead OPM from those assigned to supporting personnel, specialty consultants, and designated backup personnelx

5.5.2 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:

1) Individual's name, professional title, and proposed Project assignment.

2) Relevant professional experience, including years of experience in construction project management or Owner representation.

3) Experience with projects of comparable size, scope, complexity, and delivery method.

4) Specific experience with Design-Build delivery, preconstruction oversight, GMP evaluation, construction administration, and Project closeout, as applicable.

5) Educational background and relevant professional training.

6) Applicable professional licenses, registrations, and certifications.

7) Relevant experience working with nonprofit organizations, Alaska Native and American Indian organizations, tribal entities, or community-serving institutions, where applicable.

8) Significant comparable projects and the individual's specific responsibilities on those projects.

9) Particular consideration will be given to personnel demonstrating substantial experience independently representing Owners on complex commercial, institutional, cultural, or community facility projects.

10) Professional certifications and licenses shall be identified where applicable. No particular certification shall be considered mandatory unless expressly required elsewhere in this RFP.

Proposers shall identify any specialized technical functions that will be performed by supporting personnel or outside consultants rather than the Lead OPM.

5.5.3 Client and Professional References

Provide a minimum of three (3) client or professional references demonstrating the Proposer's experience and successful performance providing OPM, Owner's Representative, or comparable independent professional services on projects of similar scope, size, and complexity.

References should preferably include projects utilizing Design-Build delivery and involving nonprofit organizations, Alaska Native and American Indian organizations, tribal entities, or other community-serving institutions, where available.

At least two (2) references should be from Owners or authorized Owner representatives who directly received the firm's project management services.

References shall be submitted using the table provided below and shall include:

1) Project name and location.
2) Owner or client organization.
3) Reference contact name and title.
4) Telephone number and email address.
5) Approximate Project construction value.
6) Project delivery method.
7) Description of the OPM services performed.
8) Identification of proposed K'teya Project personnel who participated in the referenced engagement, if applicable.

CITC reserves the right to contact references to verify the information provided and evaluate the Proposer's performance, including responsiveness, communication, financial oversight, technical competence, independence, and ability to support informed Owner decisions.

CITC may consider the results of reference checks in accordance with the evaluation criteria established in this RFP.

5.5.4 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 relevant active or anticipated project, identify:

1) Project name, type, and location.
2) Approximate Project size or construction value.
3) Current Project phase.
4) Anticipated completion date or remaining engagement period.
5) Proposed K'teya team members currently assigned to the project.
6) General level of personnel commitment and any anticipated scheduling conflicts.

The information provided shall demonstrate the Proposer's capacity to allocate sufficient qualified personnel and professional resources to fulfill the requirements of the K'teya Cultural Center Project without compromising existing contractual commitments.

The Proposer shall identify any known staffing limitations, competing assignments, or other circumstances that could materially affect its ability to provide the proposed services.

5.5.5 Project Team Organizational Chart

Provide a detailed organizational chart identifying the proposed OPM team structure, including the Lead OPM, designated backup personnel, supporting project management staff, specialty consultants, and subcontracted professional services firms, as applicable.

The organizational chart shall clearly illustrate:

1) The primary contractual relationship between CITC and the OPM firm.
2) The Lead OPM's reporting relationship to CITC's designated representative.
3) Internal reporting relationships and lines of responsibility within the proposed OPM team.
4) Designated backup coverage and escalation responsibilities.
5) The relationship of specialty consultants and supporting personnel to the Lead OPM.
6) Primary communication and coordination interfaces with the Design-Builder, design professionals, and other authorized Project participants.

The organizational chart shall distinguish the OPM's independent Owner-representation role from the Design-Builder’s contractual responsibility for design and construction delivery.

The OPM shall not be represented as having direct contractual authority over the Design-Builder, design professionals, subcontractors, or other Project participants unless such authority is expressly established in the applicable Project agreements or authorized in writing by CITC.\

5.5.6 Key Personnel Availability and Resource Commitment

Identify the anticipated availability of proposed key personnel throughout the Project's duration, including existing commitments to other projects that may affect their participation.

Describe the firm's strategy for maintaining adequate staffing, professional responsiveness, continuity of key personnel, and access to the specialized resources necessary to meet the Project's milestones and contractual obligations.

The response shall address:

1) Anticipated involvement of the Lead OPM during each Project phase.
2) Proposed approach to onsite attendance during significant Project activities, meetings, inspections, and critical milestones.

3) Availability for routine coordination, scheduled meetings, urgent matters, and required Owner decisions.
4) Backup personnel arrangements during absences, competing commitments, or other periods when the Lead OPM is unavailable.
5) Availability of qualified technical support for estimating, scheduling, contract administration, construction review, and other specialized matters.
6) Procedures for managing workload fluctuations and periods requiring increased coordination or oversight.
7) Measures for maintaining continuity of Project knowledge, documentation, communication, and management responsibilities.
8) Any proposed limitations, assumptions, or conditions affecting the availability of key personnel or supporting resources.

The proposed staffing approach shall be consistent with the Proposer's fixed-price compensation proposal, identified staffing assumptions, and the Staffing, Coverage, and Performance Expectations established elsewhere in this RFP.

The OPM shall not be required to maintain a fixed forty-hour workweek or continuous onsite presence solely by virtue of this requirement. However, the Proposer shall demonstrate that its proposed staffing and coverage arrangements are sufficient to perform all required services in a timely, professional, and effective manner.

The personnel identified in the accepted proposal shall constitute the proposed key personnel for the engagement. Any subsequent substitution of designated key personnel shall be subject to CITC's prior written approval in accordance with the resulting Agreement.

CITC reserves the right to evaluate the qualifications, availability, proposed responsibilities, and resource commitments of the Project team as part of its determination of the Proposer's ability to successfully perform the required OPM services.

5.6 Project Approach, Methodology, and Schedule

Proposers shall provide a detailed narrative describing their proposed approach and methodology for successfully performing independent Owner's Project Management (OPM) services for the K'teya Cultural Center Project on behalf of Cook Inlet Tribal Council (CITC), hereinafter referred to as the Owner.

The submission shall demonstrate the Proposers' understanding of the Project requirements, Design-Build delivery method, current development status, anticipated Project phases, and the professional oversight and advisory services necessary to support successful Project delivery.

The proposed methodology shall explain how the OPM will coordinate Project participants, independently evaluate design and construction activities, monitor financial and scheduling performance, identify and communicate risks, and provide timely, documented recommendations to support informed Owner decisions.

The OPM shall perform these services while maintaining appropriate independence from the Design-Builder and recognizing CITC's retained authority over Project approvals, expenditures, contractual commitments, and other Owner decisions.

The submission shall address the following requirements:

5.6.1 Project Execution and Management Approach

Describe the proposed methodology for planning, organizing, coordinating, managing, and performing the required OPM services throughout the Project, including collaboration with CITC, the Design-Builder, design professionals, consultants, and other authorized Project stakeholders.

The response shall explain how the Proposer intends to:

1) Establish Project governance procedures, communication protocols, reporting requirements, and management controls.
2) Conduct an initial review of available Project documents, preliminary design information, feasibility materials, budget assumptions, and anticipated Project requirements.
3) Develop and maintain a coordinated OPM management plan identifying key activities, responsibilities, deliverables, and Owner decision points.
4) Establish procedures for documenting and tracking Project decisions, action items, risks, issues, and proposed changes.
5) Coordinate Owner participation in design reviews, preconstruction activities, and major Project milestones.
6) Independently review and evaluate the Design-Builder's progressive cost estimates, schedules, procurement plans, and proposed Guaranteed Maximum Price (GMP).
7) Monitor construction progress, contractual compliance, financial performance, and reported quality concerns.
8) Provide timely recommendations and supporting documentation for matters requiring CITC review or approval.
9) Coordinate oversight of commissioning, occupancy readiness, Project closeout, and the agreed warranty-support activities.

The Proposer shall describe how its proposed methodology will promote accountability, financial transparency, effective communication, and timely identification and resolution of Project issues.

The response shall also explain how the OPM will organize its services to provide appropriate coverage during periods of increased Project activity without relying on a mandatory forty-hour workweek or continuous onsite presence.

5.6.2 Project Schedule and OPM Services Timeline

Provide a preliminary OPM services schedule identifying the anticipated timing, sequence, and duration of major project management activities and deliverables throughout the Project.

The schedule shall demonstrate the Proposer's understanding of the anticipated Project phases and the relationship between the OPM's services, Design-Builder activities, and required Owner decisions.

At a minimum, the preliminary OPM services schedule shall address:

1) Initial Project review, mobilization, and establishment of management procedures.
2) Coordination of Project requirements and preliminary planning activities.
3) Design development reviews and Owner decision coordination.
4) Progressive cost estimating reviews and budget reconciliation.
5) GMP proposal review, evaluation, and Owner decision support.
6) Permitting and regulatory coordination oversight.
7) Procurement planning and long-lead material monitoring.
8) Construction progress monitoring and Project controls.
9) Commissioning, inspections, and occupancy readiness coordination.
10) Substantial Completion, Final Completion, and Project closeout oversight.
11) Agreed post-completion and warranty-support activities.

The Proposer shall identify the anticipated involvement of the Lead OPM and supporting professional resources during each major Project phase.

The Owner's preliminary target dates, including anticipated construction activities beginning in April 2027 and anticipated Project completion in June 2028, shall be treated as planning objectives rather than mandatory contractual deadlines.

The final Project Schedule will be developed in coordination with the selected Design-Builder during preconstruction and shall be subject to CITC's review and written approval.

The preliminary OPM services schedule shall clearly identify the proposed assumptions regarding the duration of services, Project phases, staffing commitments, and other factors affecting the fixed-price Fee Proposal.

The Proposer shall distinguish its proposed OPM services schedule from the Design-Builder's responsibility to develop, maintain, and execute the construction schedule.

5.6.3 Key Milestones, Deliverables, and Owner Decision Points

Identify the significant Project milestones and corresponding OPM activities, deliverables, reviews, and recommendations necessary to support timely Owner decisions.

At a minimum, the response shall address the OPM's proposed involvement in the following milestones:

1) OPM mobilization and establishment of Project management controls.
2) Review and confirmation of available Project requirements and baseline budget information.
3) Design development submissions and coordinated Owner reviews.
4) Progressive construction cost estimate reviews and budget evaluations.

5) Evaluation of the proposed GMP, supporting documentation, assumptions, allowances, contingencies, exclusions, and schedule implications.
6) Preparation of recommendations supporting CITC's GMP review and approval decision.
7) Major permitting and regulatory approval milestones.
8) Construction authorization and commencement activities.
9) Construction progress and significant schedule milestone reviews.
10) Major equipment procurement, installation, testing, and commissioning milestones.
11) Substantial Completion and occupancy readiness.
12) Final Completion, closeout documentation, and final payment recommendations.
13) Warranty-support activities and resolution tracking for outstanding matters within the agreed scope of services.

For each significant milestone, the Proposer shall identify:

1) The anticipated OPM review, coordination, or advisory activity.
2) The principal management deliverable or documented recommendation.
3) The Project participants expected to provide necessary information.
4) The Owner decision or approval required, if applicable.
5) Significant dependencies or conditions that may affect completion of the milestone.

The Proposer shall explain how it will provide CITC with sufficient information and reasonable review time to evaluate significant Project decisions before contractual or financial commitments are made.

The proposed approach shall recognize that the OPM is responsible for coordinating reviews and providing independent recommendations, while CITC retains final approval authority and the Design-Builder remains responsible for performing its contractual obligations.

5.6.4 Schedule Management, Monitoring, and Coordination

Describe the Proposer's methodology for independently reviewing, monitoring, and evaluating Project scheduling information throughout design, preconstruction, procurement, construction, and closeout.

The response shall explain how the OPM intends to:

1) Review the Design-Builder's proposed baseline Project Schedule for completeness, reasonableness, sequencing, and consistency with Project requirements.
2) Evaluate major milestones, critical-path activities, schedule dependencies, and anticipated Owner decision dates.
3) Monitor design development, permitting, procurement, and construction activities against the approved Project Schedule.
4) Review periodic schedule updates and identify material changes, delays, or potential conflicts.
5) Evaluate the potential effects of long-lead materials, labor availability, seasonal conditions, and other Project constraints.
6) Coordinate with CITC and the Design-Builder regarding activities requiring Owner participation, review, or approval.

7) Review proposed schedule recovery measures and provide recommendations concerning their potential impacts on cost, scope, quality, and Project objectives.
8) Document significant schedule concerns, unresolved issues, and recommended actions.
9) Provide CITC with regular schedule status information and timely notification of material schedule risks.

The Proposer shall describe its approach to evaluating proposed schedule modifications and determining whether sufficient supporting information has been provided for CITC's consideration.

The OPM shall not assume responsibility for the Design-Builder's construction means, methods, sequencing, labor management, subcontractor performance, or execution of the approved construction schedule.

5.6.5 Project Risks and Mitigation Strategies

Identify anticipated challenges and potential risks associated with the K'teya Cultural Center Project and describe the proposed methodology for identifying, evaluating, documenting, communicating, and monitoring those risks on behalf of CITC.

The response shall address relevant risks, including:

1) Incomplete or evolving Project requirements and design coordination issues.
2) Discrepancies between the developing design, available construction budget, and anticipated Project Schedule.
3) GMP development, pricing assumptions, allowances, contingencies, exclusions, and potential scope gaps.
4) Permitting, regulatory approvals, and associated schedule dependencies.
5) Material procurement, long-lead equipment, supplier availability, and escalation of construction costs.
6) Labor availability, subcontractor capacity, and Alaska-specific construction conditions.
7) Site conditions, utility coordination, seasonal construction constraints, and logistical challenges.
8) Construction quality, testing, commissioning, and operational readiness.
9) Proposed contract changes, potential claims, disputes, and other contractual exposures.
10) Funding-related requirements, documentation obligations, and financial reporting considerations, where applicable.
11) Delayed Owner decisions, unresolved stakeholder concerns, and competing Project priorities.

The Proposer shall explain its proposed approach to:

1) Establishing and maintaining a Project risk register.
2) Evaluating the likelihood and potential consequences of identified risks.
3) Prioritizing risks according to their potential impact on Project scope, budget, schedule, quality, and contractual obligations.
4) Identifying the Project participant responsible for addressing each risk.
5) Developing and recommending appropriate mitigation or response strategies.
6) Monitoring risk status and the effectiveness of agreed corrective actions.

7) Escalating significant or emerging risks to CITC in a timely manner.
8) Maintaining documentation of recommendations, Owner decisions, and outstanding risk exposures.

The response shall identify how the OPM will distinguish risks within its direct professional responsibilities from risks requiring action by the Design-Builder, design professionals, CITC, or other Project participants.

The OPM shall provide independent evaluation, coordination, and recommendations concerning Project risks without relieving other parties of their contractual or professional responsibilities.

CITC may evaluate the proposed Project Approach and Methodology based on its completeness, practicality, Project-specific relevance, demonstrated understanding of the OPM's independent role, and consistency with the Scope of Services, staffing commitments, and fixed-price Fee Proposal, in accordance with the evaluation criteria established in this RFP.

5.7 Additional Consultants and Specialty Support

Proposers shall identify and recommend any additional architectural, engineering, specialty design, technical review, or professional consulting services that should be considered to support Cook Inlet Tribal Council (CITC), hereinafter referred to as the Owner, in the successful planning, design, permitting, construction, commissioning, and closeout of the K'teya Cultural Center Project.

Recommendations shall be made from the perspective of an independent Owner's Project Manager (OPM) and shall focus on identifying potential gaps in Project resources, specialized technical requirements, independent review needs, and professional services that may strengthen Owner oversight, reduce Project risks, or improve long-term facility performance.

The Proposer shall distinguish between services that are reasonably anticipated to be included within the Design-Builder's contractual responsibilities, services already provided by existing Project consultants, and additional services that may warrant separate consideration or authorization by CITC.

The submission shall address the following:

5.7.1 Additional Design and Engineering Services

Identify any supplemental architectural, engineering, technical evaluation, or independent review services that may be necessary or beneficial to the Project beyond those currently identified in this RFP.

The response shall consider whether additional professional expertise may be appropriate to support CITC's evaluation of:

1) Architectural and engineering design development, interdisciplinary coordination, and completeness of design deliverables.

2) Structural, mechanical, electrical, plumbing, fire protection, and other major building systems.
3) Heating, ventilation, and air conditioning (HVAC) performance, energy efficiency, operating costs, and long-term maintainability.
4) Civil engineering, site development, utility infrastructure, drainage, and site access.
5) Geotechnical conditions, environmental considerations, and other site-related risks.
6) Building envelope performance, durability, moisture management, and Alaska-specific climate considerations.
7) Constructability, technical specifications, and proposed design alternatives.
8) Building code compliance, permitting requirements, accessibility, and life-safety considerations.
9) Independent technical evaluation of proposed systems or design decisions with significant cost, operational, or performance implications.

For each recommended service, the Proposer shall explain whether the service is intended to supplement existing professional resources, provide independent technical review on behalf of CITC, or address a potential gap in the anticipated Project scope.

The Proposer shall not assume that additional professional services are required solely because they are listed as potential areas of consideration.

5.7.2 Specialty Consultants

Recommend any specialized consultants or professional resources whose expertise may enhance the Project's functionality, cultural significance, sustainability, accessibility, operational readiness, financial accountability, or overall design and construction quality.

Potential areas for consideration may include, as applicable:

1) Cultural programming, interpretive design, and integration of Alaska Native and American Indian cultural elements.
2) Acoustical engineering and performance-space design.
3) Gymnasium, recreational facility, and indoor walking-track design considerations.
4) Commercial kitchen, food-service, and related equipment planning.
5) Technology infrastructure, telecommunications, audiovisual systems, and security systems.
6) Accessibility and universal design evaluation.
7) Energy modeling, sustainability, and lifecycle cost analysis.
8) Independent construction cost estimating and GMP evaluation.
9) Specialized construction scheduling or delay analysis.
10) Building commissioning, systems testing, and operational performance verification.
11) Facility maintenance planning, asset management, and long-term operational readiness.

12) Environmental assessments, hazardous materials evaluation, or other specialized site investigations, where warranted.
13) Grant compliance, funding documentation, or specialized financial and contractual advisory services, where applicable.

Recommendations shall be specific to the anticipated requirements of the K'teya Cultural Center and shall not constitute a requirement to engage every type of consultant identified above.

The Proposer shall distinguish specialty expertise available through its proposed OPM team from additional professional services that would require separate authorization or procurement.

Where applicable, the Proposer shall identify potential conflicts of interest or independence concerns associated with recommended consultants.

5.7.3 Justification and Project Benefits

Provide a brief explanation of each recommended additional service or consultant, including the specific Project need, anticipated contribution, and potential benefits to CITC.

The response shall address:

1) The Project requirement, technical concern, or identified risk supporting the recommendation.
2) Whether the recommended expertise is currently available through the Design-Builder, existing consultants, or proposed OPM team.
3) The anticipated benefits related to design quality, cost efficiency, schedule reliability, risk mitigation, regulatory compliance, or long-term facility operations.
4) The potential consequences of not obtaining the recommended service.
5) The proposed timing of the service and the Project decisions it would support.
6) Whether the recommendation involves a one-time review, a defined technical assignment, or continuing professional support.

Particular consideration should be given to recommendations that may assist CITC in evaluating major design decisions, proposed construction costs, building-system performance, long-term operating expenses, and other matters with significant financial or operational consequences.

The Proposer shall prioritize recommendations according to their anticipated importance and distinguish essential services from optional enhancements.

5.7.4 Budget and Schedule Considerations

Identify anticipated financial, scheduling, procurement, and coordination implications associated with each recommended additional service or consultant.

The response shall address, to the extent reasonably ascertainable at the proposal stage:

1) Whether the service is included in the proposed fixed-price OPM Fee Proposal.
2) Whether the service is anticipated to be included within the Design-Builder's contractual scope or proposed GMP.
3) Whether separate Owner funding, procurement, or authorization may be required.
4) Preliminary cost considerations or estimated fee ranges, where reasonably available.
5) Anticipated timing, duration, and relationship to major Project milestones.
6) Potential impacts on design development, permitting, GMP evaluation, construction activities, commissioning, or closeout.
7) Coordination requirements involving CITC, the OPM, Design-Builder, existing consultants, or other Project participants.
8) Potential cost avoidance, operational savings, or risk reduction associated with obtaining the recommended services.

The Proposer shall recognize that CITC's established overall Project budget includes both Design-Builder contract costs and Owner-incurred Project expenses. Recommendations shall therefore consider the potential impact on the overall Project budget rather than construction costs alone.

Any proposed additional professional services that are not included within the required OPM Scope of Services and fixed-price Fee Proposal shall be clearly identified as separate recommendations.

CITC retains sole authority to determine whether additional professional services are necessary, how such services will be procured, and whether associated expenditures will be authorized.

No recommendation submitted under this section shall authorize the OPM to engage consultants, expand its contractual scope, commit Owner funds, or modify the Design-Builder's responsibilities without CITC's prior written authorization and compliance with applicable procurement requirements.

CITC may consider the relevance, practicality, anticipated benefits, and financial implications of the Proposer's recommendations as part of its evaluation of the proposed Project approach, consistent with the evaluation criteria established in this RFP.

5.8 Proposed Fees, Billing Rates, and Payment Terms

Proposers shall submit a comprehensive Fee Proposal identifying the proposed compensation for all Owner's Project Management (OPM) services required under this RFP, including services performed during Project initiation, design development, preconstruction, Guaranteed Maximum Price (GMP) evaluation, construction, commissioning, closeout, and the agreed warranty-support period.

Cook Inlet Tribal Council (CITC), hereinafter referred to as the Owner, intends to award a fixed-price professional services Agreement under which the selected OPM will provide independent project management, financial oversight, schedule monitoring, contract administration, technical coordination, and professional advisory services throughout the defined contractual scope and performance period.

The Fee Proposal shall provide sufficient supporting information for the Owner to evaluate the reasonableness, completeness, competitiveness, and overall value of the proposed compensation.

The proposed compensation shall be based on completion of the required professional services and deliverables, rather than a guaranteed number of billable hours or a mandatory forty-hour workweek.

The Proposer shall clearly identify all included services, staffing assumptions, proposed reimbursable expenses, exclusions, optional services, and circumstances under which additional compensation may be requested.

5.8.1 Fixed Lump-Sum OPM Services Fee

The Proposer shall provide a proposed fixed lump-sum fee for the complete OPM Scope of Services required by this RFP and the resulting Agreement.

The proposed fee shall include all professional services, management activities, administrative support, and ordinary business expenses necessary to perform the defined contractual scope, except for reimbursable expenses or exclusions expressly identified in the Fee Proposal and accepted in writing by the Owner.

The proposed fee shall include, as applicable:

1) Initial Project review, mobilization, and establishment of project management procedures and controls.
2) Review and coordination of available Project requirements, preliminary design information, feasibility materials, and existing Project documentation.
3) Coordination of Project governance, stakeholder communications, meetings, reporting, and Owner decision processes.
4) Design development monitoring, design review coordination, and evaluation of proposed design alternatives.
5) Independent review of progressive construction cost estimates, budget reconciliation, and identification of potential financial exposures.
6) Review and evaluation of the Design-Builder's proposed GMP, including supporting pricing information, allowances, contingencies, assumptions, exclusions, and associated schedule implications.
7) Project budget development, maintenance, forecasting, and monitoring of both Design-Builder contract costs and Owner-incurred expenses.
8) Project Schedule review, monitoring, milestone coordination, and identification of potential delays or scheduling conflicts.
9) Oversight and coordination of permitting, regulatory approvals, procurement planning, and long-lead material tracking, as required by the Scope of Services.
10) Construction progress monitoring, site observations, meeting participation, and coordination of outstanding Project issues.
11) Review and evaluation of construction payment applications, proposed contract changes, cost adjustments, and other financial or contractual matters.
12) Maintenance of Project records, decision registers, risk registers, action-item logs, change tracking, and other required management documentation.

13) Coordination and monitoring of construction quality concerns, inspections, testing, commissioning, and operational readiness activities.
14) Substantial Completion, Final Completion, closeout documentation, turnover, and final payment review support.
15) Agreed warranty-support activities and monitoring of outstanding post-completion matters.
16) Services provided by the Lead OPM, designated backup personnel, administrative support, and specialty professional resources necessary to fulfill the required Scope of Services.
17) Other OPM services and deliverables expressly required by this RFP or included in the Proposer's accepted Fee Proposal.

The Proposer shall provide an itemized breakdown of the proposed fixed fee by Project phase, service category, or other logical cost component using the Standardized OPM Fee Proposal Form.

The phase-based breakdown shall be used for proposal evaluation, contract administration, and establishment of payment milestones. It shall not convert the fixed-price Agreement into a time-and-materials or cost-plus arrangement.

The Proposer shall identify the anticipated duration of each Project phase and any assumptions affecting the proposed fee.

5.8.2 Professional Billing Rates and Additional Services

The Proposer shall provide a schedule of proposed hourly billing rates for the Lead OPM, supporting personnel, specialty consultants, and other professional resources anticipated to participate in the Project.

Hourly billing rates shall be provided for evaluation and potential pricing of additional services that may be expressly authorized by the Owner.

The submission shall identify:

1) Each proposed personnel classification or professional role.
2) The applicable hourly billing rate.
3) Whether the rate includes salary, benefits, overhead, administrative expenses, and profit.
4) Any proposed escalation provisions or rate adjustments during the anticipated Agreement period.
5) The proposed treatment of specialty consultants or subcontracted professional services.
6) Any proposed administrative charges, consultant markups, or other fees associated with separately authorized additional services.

The submission of hourly billing rates shall not establish an hourly compensation arrangement for the required OPM Scope of Services.

All services included within the accepted fixed lump-sum fee shall be performed without additional hourly charges.

Additional services shall be compensable only when they are outside the defined contractual scope and have been expressly authorized by CITC through a written Agreement amendment or other contractually authorized written modification establishing the scope, compensation, and applicable terms before the additional services are performed.

No additional compensation shall be payable solely because actual personnel hours exceed the Proposer's original staffing estimates.

5.8.3 Contract Duration, Project Phases, and Compensation Adjustments

The Proposer shall identify the proposed base performance period and anticipated duration of services for each major Project phase.

The Fee Proposal shall clearly state the schedule and staffing assumptions used to establish the proposed fixed lump-sum compensation.

The Owner's preliminary Project schedule, including anticipated construction activities beginning in April 2027 and anticipated Project completion in June 2028, represents planning objectives and shall not constitute guaranteed or binding completion dates.

The final Project Schedule will be developed in coordination with the selected Design-Builder during preconstruction and shall be subject to CITC's review and written approval.

The Proposer shall acknowledge that normal variations in Project activity, changes in the sequence or timing of individual tasks, and reasonable schedule adjustments within the agreed contractual scope and base performance period shall not automatically entitle the OPM to additional compensation.

If the Owner directs a material expansion of the OPM Scope of Services or requires services beyond the expressly defined base performance period, the parties may negotiate an appropriate adjustment, subject to prior written authorization by CITC.

For proposal evaluation purposes, the Proposer shall identify:

1) The proposed base performance period and assumptions regarding Project duration.
2) The anticipated timing and duration of major OPM service phases.
3) Staffing and resource assumptions applicable to each phase.
4) Any proposed limitations affecting the duration or extent of included services.
5) The proposed method for pricing an Owner-authorized extension beyond the base performance period.
6) An optional fixed monthly extension rate, if requested by CITC, together with the services, staffing, and coverage included in that rate.
7) Any proposed conditions or exclusions associated with extended services.

An optional extension rate shall be provided for evaluation and potential future negotiation only. It shall not create an automatic entitlement to additional compensation or authorize continued services beyond the agreed contractual period.

Any adjustment to compensation, scope, or contract duration shall require CITC's prior written approval and execution of the applicable contractual amendment.

5.8.4 Owner-Incurred Project Costs and Financial Coordination

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

Such costs shall not be included in the proposed OPM fixed lump-sum fee unless they represent services or expenses expressly assigned to the OPM under this RFP and the resulting Agreement.

The Proposer shall demonstrate an understanding that CITC's established overall Project budget includes Design-Builder costs, OPM compensation, and other Owner-incurred Project expenses.

The OPM shall coordinate with CITC and the Design-Builder to support development, maintenance, and reconciliation of a comprehensive Project budget.

The OPM's proposed fee shall not be calculated as a percentage of the Design-Builder's GMP or automatically increase as construction costs increase.

5.8.5 Reimbursable Expenses, Insurance, and Other Costs

The Proposer shall identify the proposed treatment of reimbursable expenses, professional liability insurance, other required insurance, specialty consulting costs, and any additional charges associated with performance of the OPM services.

The Fee Proposal shall specifically identify:

1) Travel, transportation, lodging, and per diem expenses, if proposed as separately reimbursable.
2) Printing, document reproduction, software, communication, and other administrative expenses proposed for separate reimbursement.
3) Fees for specialty consultants or professional services not included in the fixed lump-sum fee.
4) Any proposed allowances or expense limits.
5) The proposed basis for calculating reimbursable expenses.
6) Any proposed administrative fees, handling charges, or markups.
7) Required insurance costs and any other costs the Proposer proposes to exclude from its fixed fee.

Unless expressly identified as reimbursable and accepted in the resulting Agreement, ordinary business operating expenses and costs necessary to perform the required OPM Scope of Services shall be deemed included in the fixed lump-sum fee.

Reimbursable expenses shall not be payable unless expressly authorized by the Owner in the Agreement or through a subsequent written authorization consistent with the Agreement.

The Proposer shall be responsible for obtaining and maintaining the insurance required of the OPM under the applicable insurance provisions of this RFP and the resulting Agreement.

The Design-Builder's Builder's Risk insurance and construction bonding obligations shall not be included in the OPM's professional services compensation.

The Proposer shall clearly identify any proposed costs excluded from its fees to prevent duplication, omissions, or inconsistent treatment of Project expenses.

5.8.6 Payment Terms, Milestone Billing, and Performance Verification

The Proposer shall submit a proposed payment schedule based on defined Project phases, professional services milestones, or completed deliverables.

Payment shall be based on satisfactory performance of the required services and achievement of the applicable contractual billing milestones, rather than the number of hours expended by the OPM.

The proposed payment schedule shall:

1) Identify the proposed payment amount or percentage associated with each phase or milestone.
2) Describe the services or deliverables supporting each proposed payment.
3) Provide a reasonable allocation of the total fixed lump-sum fee across the anticipated Project phases.
4) Identify any proposed mobilization payment or other initial payment, if applicable.
5) Identify the proposed treatment of services that extend across multiple billing periods.
6) Establish procedures for submitting invoices and supporting documentation.
7) Identify any proposed final payment associated with completion of the required OPM services and delivery of outstanding Project records.

The total of all proposed milestone payments shall equal the proposed fixed lump-sum fee.

CITC shall review invoices for consistency with the Agreement, approved payment schedule, and documented performance of the applicable services.

The Owner may require reasonable supporting documentation to verify completion of billed milestones or satisfactory performance of continuing services.

Any disputed or unsupported portion of an invoice may be addressed in accordance with the payment and dispute provisions of the resulting Agreement.

The Proposer shall identify any proposed payment terms or conditions that differ from those established elsewhere in this RFP.

Final payment shall be subject to completion of the applicable contractual requirements, including delivery of outstanding management records and other required OPM deliverables.

5.8.7 Fee Proposal Documentation

The Fee Proposal shall include, at a minimum:

1) The proposed total fixed lump-sum fee for the complete required OPM Scope of Services.
2) An itemized breakdown of the proposed fixed fee by Project phase or service category.
3) Identification of the Lead OPM, supporting personnel, backup personnel, and specialty professional resources included in the proposed fee.
4) A description of included services, required deliverables, staffing assumptions, and exclusions.
5) The proposed base performance period and anticipated duration of services by Project phase.
6) Identification of proposed reimbursable expenses, allowances, and other separately charged costs.
7) A schedule of proposed hourly billing rates for key personnel and specialty consultants, for evaluation of potential Owner-authorized additional services.
8) Identification of any separately proposed administrative, management, consultant, or other fees.
9) An optional fixed monthly extension rate, if requested, identifying the services and resources included.
10) A proposed phase-based or milestone-based payment schedule.
11) Identification of any services or expenses expected to be procured or paid for directly by the Owner.
12) Confirmation that the proposed fixed lump-sum fee includes all services required by the OPM Scope of Services, except for exclusions expressly identified and accepted by CITC.
13) Confirmation that schedule changes, increased personnel hours, or fluctuations in Project activity do not automatically establish entitlement to additional compensation.
14) Any additional supporting documentation reasonably requested by the Owner to evaluate the proposed compensation.

The Proposer may submit supplemental schedules or explanations when necessary to clarify its pricing assumptions. Such supplemental information shall not replace the required Standardized OPM Fee Proposal Form.

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

All proposed fees, reimbursable expenses, payment arrangements, and compensation adjustments shall be subject to CITC's review and approval and must be consistent with the final executed Agreement and applicable funding and procurement requirements.

5.9 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:

- Tribal enrollment, Ownership, or certification documentation, as applicable;
- Small Business Administration (SBA) certification or registration records;
- Applicable federal, state, or recognized third-party business certifications;
- Articles of Incorporation or other organizational documents establishing Ownership; or
- 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 Owners Project Manager 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.

Section 6. Evaluation Process

6.1 Evaluation Criteria and Scoring

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 CITC and the K'teya Cultural Center Project. Selection shall consider the established evaluation criteria, qualifications of the proposed team, relevant Owner representation and project management experience, technical approach, proposed compensation where requested, and demonstrated ability to perform the Owner's Project Manager (OPM) services described in this RFP.

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 nonresponsive 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:

1) Proposal completeness and required documentation;
2) Required professional licenses, registrations, and certifications, as applicable to the proposed services;
3) Ability to satisfy the insurance requirements established in this RFP;
4) Relevant Owner representation and project management experience;
5) Qualifications, availability, and capacity of the proposed personnel;
6) Disclosures of actual or potential conflicts of interest, as required by this RFP;
7) Compliance with applicable federal procurement requirements;
8) Eligibility to participate in federally funded contracts; and
9) 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.

If CITC determines that a Proposer should be disqualified, 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 Section 6.1, Selection Criteria.

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 Proposers 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.

References and interviews, if conducted, shall be considered only in accordance with the evaluation criteria and procedures established in this RFP.

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 Proposers' 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

CITC shall evaluate proposals based on the qualifications, demonstrated experience, technical approach, proposed fee structure where requested, and overall capability of each Proposer to perform the OPM services described in this RFP for the K'teya Cultural Center Project.

The evaluation shall consider the Proposers demonstrated ability to represent CITC's interests and provide project oversight, coordination, monitoring, reporting, and recommendations throughout the phases included in the OPM scope of services. Areas of consideration shall include budget and schedule monitoring, design and construction coordination, risk identification, change management, and communication with CITC and Project participants, as addressed by the published evaluation criteria.

The Evaluation Committee shall consider information provided in 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:

Evaluation criterion	Points
Comparable Owner PM qualifications and named lead experience	30
Project understanding and management methodology	30
Staffing availability, capacity and local/field coverage	15
References and past performance	10
Fee clarity, reasonableness and overall value	15
TOTAL	100

1) **Comparable Owner's PM Qualifications and Named Lead Experience — 30 Points**

Proposals shall be evaluated based on the qualifications, relevant experience, technical expertise, and demonstrated capabilities of the proposed OPM firm and named Project lead.

Consideration shall include:

- Demonstrated experience providing Owner representation and project management services for commercial, institutional, cultural, or community facilities of comparable size, scope, and complexity.

- Relevant experience overseeing projects delivered through Design-Build and Guaranteed Maximum Price (GMP) contracting.
- Qualifications and relevant experience of the named Project lead, including demonstrated responsibility for comparable assignments.
- Demonstrated ability to represent an Owner's interests through design, pre-construction, construction, and Project closeout.
- Experience monitoring budgets, schedules, quality requirements, contract performance, and Project risks.
- Experience supporting documentation, reporting, and compliance on federally funded projects, where applicable.

2) **Project Understanding and Management Methodology — 30 Points**

Proposals shall be evaluated based on the Proposers understanding of the K'teya Cultural Center Project and the proposed methodology for performing the OPM scope of services.

Consideration shall include:

- Demonstrated understanding of CITC's objectives, Project requirements, delivery approach, and anticipated challenges.
- Proposed approach to representing CITC's interests and providing timely, informed recommendations.
- Methodology for reviewing and monitoring design progress, estimates, value engineering proposals, and GMP development.
- Approach to monitoring Project budgets, schedules, milestones, and Design-Builder performance.
- Procedures for reviewing proposed changes, evaluating cost and schedule impacts, and providing recommendations to CITC.
- Identification of potential Project risks and proposed mitigation strategies.
- Approach to communication, reporting, documentation, decision tracking, and coordination with CITC, the Design-Builder, and other Project stakeholders.
- Proposed approach to monitoring quality assurance activities, identifying unresolved issues, and supporting commissioning, turnover, and closeout within the OPM scope of services.
- Understanding of applicable Project requirements and the OPM's role in monitoring and documenting compliance.

3) **Staffing Availability, Capacity and Local/Field Coverage — 15 Points**

Proposals shall be evaluated based on the availability, capacity, and proposed deployment of personnel necessary to perform the OPM services throughout the Project.

Consideration shall include:

- Availability of the named Project lead and other key personnel during the anticipated Project schedule.
- Proposed staffing assignments, responsibilities, and level of effort by Project phase.
- Ability to provide appropriate local presence, site visits, field coverage, and attendance at required meetings.
- Current and anticipated workload and its effect on the Proposers ability to meet Project needs.
- Responsiveness to time-sensitive issues, changing Project conditions, and CITC requests.
- Proposed arrangements for backup coverage, continuity of service, and management of personnel transitions.

4) **References and Past Performance — 10 Points**

Proposals shall be evaluated based on the quality and relevance of submitted references and demonstrated performance on comparable Owner representation and project management assignments.

Consideration shall include:

- Client satisfaction and effectiveness in representing the Owner's interests.
- Performance in monitoring budgets and schedules and identifying potential overruns or delays.
- Quality, accuracy, and timeliness of reporting, documentation, and recommendations.
- Communication, coordination, responsiveness, and problem-solving capabilities.
- Effectiveness in reviewing changes, identifying risks, supporting issue resolution, and facilitating Project closeout.
- Performance of the named Project lead on comparable assignments, where references are provided.
- Willingness of previous clients to recommend or engage the Proposer for future services.
- CITC reserves the right to contact references and verify information provided in the proposal.

5) **Fixed-Price Fee Completeness, Reasonableness and Overall Value — 15 Points**

Proposals shall be evaluated based on the completeness, clarity, reasonableness, and transparency of the proposed fixed-price fee and the overall value of the proposed OPM services.

Consideration shall include:

- Completeness of the proposed fixed lump-sum fee and required phase-based fee breakdown.
- Consistency between the proposed fee, scope of services, staffing plan, and anticipated level of effort.
- Clear identification of included services, deliverables, assumptions, exclusions, and reimbursable expenses, as permitted by this RFP.
- Reasonableness of the proposed fee in relation to the Project's size, complexity, duration, and oversight requirements.

- Transparency of supporting rates and any charges for additional services, where requested.
- Consistency with the compensation requirements and limitations established in this RFP.
- Overall value to CITC, considering the proposed personnel, service coverage, management approach, and total proposed compensation.

All Proposers shall be evaluated using the same required fee submission format and published scoring methodology.

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 responsible 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 OPM Agreement.

6.9 Interviews

Following the initial evaluation and scoring of written proposals, Cook Inlet Tribal Council (CITC), hereinafter referred to as the Owner, reserves the right, at its sole discretion, to invite one or more of the highest-ranked PROPOSERS to participate in interviews as part of the evaluation and selection process.

Interviews may be conducted in person, virtually, or through another format designated by the Owner. The purpose of the interviews shall be to further evaluate each PROPOSER's qualifications, relevant project experience, proposed staffing, technical expertise, management approach, and demonstrated ability to successfully perform the Owner's Project Management (OPM) services required for the K’teya Cultural Center Project.

6.9.1 Interview Requirements

PROPOSERS invited to participate in interviews may be required to:

- Introduce the proposed Lead OPM and key personnel who will be directly responsible for performing the services under the Agreement.
- Demonstrate experience managing comparable commercial, institutional, cultural, or community facility construction projects, particularly those utilizing the Design-Build delivery method.

- Explain their proposed approach to Project management, including design coordination, construction oversight, budget monitoring, schedule management, risk mitigation, quality oversight, and contract administration.
- Describe their methodology for independently reviewing the DESIGN-BUILDER's cost estimates, Guaranteed Maximum Price (GMP), proposed change orders, payment applications, and schedule updates.
- Explain their proposed staffing and resource commitments, onsite availability, communication procedures, reporting practices, and ability to maintain continuity of services throughout the Project.
- Demonstrate their understanding of the Owner's organizational structure, decision-making authority, funding considerations, procurement requirements, and Project objectives.
- Describe their approach to identifying and communicating potential Project risks, resolving coordination issues, and presenting timely, well-supported recommendations to the Owner.
- Respond to questions concerning their proposed fixed lump-sum fee, phase-based staffing allocations, anticipated Project duration, proposed exclusions, and any assumptions affecting their Fee Proposal.

6.9.2 Interview Evaluation and Scoring

The Owner may evaluate interview performance using the evaluation criteria and relative weighting established in this RFP.

Interview results may be used to clarify proposal information, verify qualifications, assess the capabilities of proposed key personnel, and adjust previously assigned evaluation scores where supported by the published evaluation criteria.

Any score adjustments shall be documented and applied consistently in accordance with the Owner's established evaluation procedures.

The Owner may consider the PROPOSER's demonstrated understanding of the Project, quality of responses, proposed personnel qualifications, communication effectiveness, and ability to provide independent and comprehensive Owner's Project Management services.

6.9.3 Owner's Rights

The Owner reserves the right to:

- Conduct interviews with one or more of the highest-ranked PROPOSERS.
- Request additional information or clarification during or following interviews.
- Establish reasonable interview procedures, presentation requirements, and time limitations.
- Conduct additional interviews when determined necessary.
- Make a selection based solely on written proposals without conducting interviews.

- Participation in an interview shall not guarantee selection, contract award, or authorization to commence services.

All interview-related expenses shall be the sole responsibility of the Proposer.

Final selection shall be based on the evaluation process established in this RFP, including any documented interview score adjustments, and shall remain subject to successful contract negotiations and execution of a written Professional Services Agreement by authorized representatives of the Owner.

6.10 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.

6.11 Selection and Contract Negotiations

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

Selection of a preferred Proposer shall not constitute authorization to begin OPM services or a commitment by CITC to accept the proposed fee or other contract terms.

CITC intends to negotiate an Owner's Project Manager Agreement with the selected Proposer, including the scope of services, fixed lump-sum compensation, phase-based fee allocation, staffing commitments, schedule, reporting requirements, and deliverables.

Negotiations shall establish the OPM's responsibilities, authority, and coordination requirements in representing CITC's interests and providing Project oversight. The Agreement shall identify matters requiring CITC's review and approval, including changes to Project scope, budget, schedule, and contractual commitments.

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 OPM. Services shall begin only upon CITC's written authorization in accordance with the executed Agreement.

Selection shall follow CITC procurement rules and applicable funding requirements. CITC may negotiate a final scope, personnel commitment, term, compensation, insurance and contract deliverables. No work is authorized before written contract execution and required notice to proceed.

Section 7. Contract

7.1 Contract Execution and Indemnification Requirements

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 Owner's Project Manager (OPM) Agreement with the selected Proposer. The Agreement shall establish the applicable terms and conditions, scope of services, responsibilities, authority, fixed lump-sum compensation, phase-based fee allocation, staffing commitments, schedule, deliverables, and other contractual obligations of the parties.

The Agreement shall address the OPM services required during the Project phases identified in this RFP, including Owner representation, oversight, coordination, monitoring, reporting, and advisory services.

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

The executed Agreement shall include applicable provisions governing indemnification, insurance, standard of care, performance, payment, compliance, and other Project-specific requirements.

7.2 General Liability Indemnification

To the fullest extent permitted by applicable law, the OPM 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 OPM services, but only to the extent caused by the negligent acts or omissions, willful misconduct, or other legally actionable conduct of the OPM, its

subconsultants, employees, agents, or other persons or entities for whom the OPM is legally responsible.

The OPM's general liability 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 OPM or parties for whom it is legally responsible. Claims arising from professional services shall be governed by the professional liability indemnification provisions below.

The OPM 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 Agreement or applicable law.

7.3 Professional Liability Indemnification

To the fullest extent permitted by applicable law, the OPM 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 Owner representation, project management, oversight, advisory, or other professional services provided under the OPM Agreement.

The OPM's indemnification obligations shall apply only to the extent such damages, losses, or expenses are attributable to the professional negligence of the OPM, its consultants, subconsultants, or other parties for whom the OPM is legally responsible, based upon their respective comparative fault.

The OPM 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 OPM shall not be responsible for the independent acts or omissions of the Design-Builder, design professionals, contractors, or other parties retained separately by CITC solely by virtue of the OPM's oversight or coordination role. This provision shall not relieve the OPM of responsibility for its own negligent performance of the services required under the Agreement.

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

7.4 Relationship to Insurance Requirements

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

The OPM shall maintain the insurance coverage required by the Agreement, including applicable Commercial General Liability, Workers' Compensation, Automobile Liability, and Professional Liability coverage.

The OPM shall ensure that its consultants and subconsultants maintain appropriate insurance coverage consistent with their respective scopes of services and applicable contractual requirements.

7.5 Applicable Law and Contract Requirements

All indemnification, defense, and insurance provisions shall be interpreted and enforced in accordance with applicable Alaska law, applicable federal funding requirements, and the terms of the executed OPM 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, fixed lump-sum compensation, phase-based fee allocation, staffing commitments, schedule, and deliverables, with the selected Proposer, consistent with the procurement procedures and evaluation criteria established in this RFP.

No contractual obligation shall exist until a written Owner's Project Manager (OPM) Agreement has been approved and executed by authorized representatives of both parties.

8.2 Project Information

The Project information, scope of services, program requirements, and anticipated schedule presented in this RFP reflect CITC's current understanding of the K'teya Cultural Center Project and may be subject to refinement during procurement and Project implementation.

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 OPM's scope of services, compensation, staffing commitments, or schedule shall be administered in accordance with the executed OPM Agreement.

Any adjustment to the fixed lump-sum compensation shall require CITC's written approval in accordance with the Agreement.

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:

1) Reject any or all proposals;
2) Waive minor administrative irregularities that do not materially affect competitive fairness;
3) Request clarification or verification of submitted information;
4) Evaluate Proposer qualifications, proposed personnel, availability, and references;
5) Negotiate contract terms with the selected Proposer;
6) Amend or cancel this solicitation;
7) Extend the proposal submission deadline; and
8) 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 and shall not be used to circumvent the established submission requirements or compromise competitive fairness.

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 Consultants and Subconsultants

The selected OPM shall remain fully responsible for the performance, coordination, quality, and contractual compliance of all services performed by its consultants and subconsultants.

The OPM shall obtain CITC's prior written approval for consultant and subconsultant arrangements, and changes to those arrangements, when required by the Agreement.

Delegation of services shall not relieve the OPM of its obligations under the executed Agreement.

All consultants and subconsultants shall comply with requirements applicable to their respective services, including relevant professional licensing, insurance, confidentiality, conflict-of-interest, and federal funding 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. Proposer shall complete and sign *Attachment D Conflict of Interest Disclosure and Certification.*

Disclosure shall include relevant financial, business, personal, or familial relationships that could reasonably affect, or appear to affect, the integrity of the procurement or the OPM's ability to provide independent advice and represent CITC's interests.

Proposers shall also disclose relationships with the Project's Design-Builder, design professionals, contractors, or other Project participants that could create an actual, potential, or apparent conflict in performing the OPM services.

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.

The selected OPM shall promptly disclose any new conflict arising during performance of the Agreement.

8.9 Proposer Information and Confidentiality

CITC reserves the right to request, verify, and consider information reasonably necessary to evaluate a Proposers qualifications, financial responsibility, experience, technical capabilities, staffing capacity, and ability to perform the required OPM 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 OPM shall submit invoices on a monthly basis in accordance with the executed OPM Agreement, the approved phase-based payment schedule, and applicable funding requirements.

Each invoice shall include sufficient documentation to substantiate the services performed, deliverables completed, and amount requested 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 performed and deliverables completed;

4) Applicable Project phase and progress against the approved payment schedule;

5) Approved fixed fee by phase, prior billings, current amount requested, and remaining balance;

6) Supporting progress reports or other evidence of completed services;

7) Separately authorized reimbursable expenses and supporting receipts;

8) Approved amendments or additional services authorizations; and

9) Other documentation required by the Agreement.

Payment for the fixed-price scope shall be based on the payment terms established in the Agreement. Supporting labor hours or rates, if required for verification, shall not convert the fixed-price Agreement to a time-and-materials arrangement.

CITC shall review submitted invoices 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 be included in the fixed lump-sum fee unless the Agreement expressly provides for separate reimbursement and CITC authorizes such expenses in writing.

8.12 Ownership of Project Documents and Work Products

Unless otherwise expressly provided in the executed Agreement, Project-specific reports, schedules, budget tracking documents, meeting records, risk registers, recommendations, and other work products prepared specifically for CITC under the OPM Agreement shall become CITC's property and shall be provided in the formats required by the Agreement.

Pre-existing intellectual property, proprietary methodologies, software, templates, and other materials developed independently of the Project shall remain the property of their respective Owners unless otherwise agreed in writing. To the extent such materials are incorporated into OPM deliverables, the Agreement shall establish CITC's rights to use those materials for the Project.

Ownership and permitted use of architectural, engineering, construction, and other documents prepared by separately retained Project participants shall be governed by the applicable agreements with those parties.

The OPM shall maintain and provide the Project records and closeout documentation required under its Agreement and shall cooperate in transferring those records to CITC upon completion or termination of services.

8.13 Termination for Cause – Owner's Remedies

Upon termination of the Owner's Project Manager (OPM) for cause, the Owner reserves the right to engage another qualified professional services provider or utilize other reasonable means to complete the remaining Scope of Services.

Subject to the terms of the Agreement and applicable law, the Owner may recover from the terminated OPM reasonable, necessary, and documented additional costs directly resulting from the OPM's material breach or failure to perform its contractual obligations, including costs incurred to transition Project management responsibilities and obtain replacement professional services.

Any recoverable costs shall be determined after accounting for the unpaid balance of the Contract Sum attributable to the terminated services and shall be subject to applicable contractual limitations, notice and cure requirements, and other remedies established in the Agreement.

The OPM shall remain responsible for its own acts, omissions, and contractual breaches but shall not be liable solely by reason of its oversight role for construction delays, defective work, or other failures attributable to the Design-Builder or third parties outside the OPM's contractual responsibilities or control.

The Owner's exercise of its termination rights shall not waive any additional remedies available under the Agreement or applicable law.

8.14 Required Documentation Prior to Contract Execution

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

1) Certificates of Insurance and required endorsements demonstrating compliance with the insurance requirements established in this RFP;
2) Completed IRS Form W-9;
3) Evidence of required business registrations and professional licenses applicable to the proposed services;
4) Confirmation of the named Project lead, key personnel, and approved consultants or subconsultants;
5) Required conflict-of-interest disclosures;
6) Required federal certifications and disclosures; and
7) 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 Coverage

CITC Owner requires the OPM to purchase from and maintain, in a company or companies lawfully authorized to do business in the State of Alaska, with coverage written with carriers with an A.M. Best rating of A- VII or better, or acceptable to CITC at its sole discretion, insurance that will protect the OPM from claims set forth below that may arise out of or result from OPM’s performance of the work and for which the OPM may be legally liable, whether it be by the OPM or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a) *Commercial General Liability*. Coverage with respect to claims, losses and liabilities that may result directly or indirectly from the OPM's work, with limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate. Coverage will include coverage for premises and operation, products/completed operations, product liability, blanket contractual liability including coverage for OPM's contractual indemnities, all of which will be on an "occurrence" basis. This policy will waive subrogation in favor of CITC and name CITC as an additional insured on a primary and non-contributory basis.

b) *Automobile Liability*. **If OPM drives while on CITC business**, automobile liability coverage for any owned, non-owned, or hired autos with limits of not less than $1,000,000 combined single limit, written on an occurrence basis. This policy will provide a waiver of subrogation in favor of CITC and name CITC as an additional insured on a primary and non-contributory basis.

c) *Workers' Compensation and Employer's Liability*. Workers' compensation coverage as required by law, together with employer's liability coverage, with minimum coverage limits of $1,000,000 for bodily injury by disease and/or accident. These policies will waive subrogation in favor of CITC.

d) *Professional Liability*. Coverage for acts, errors, or omissions that may result from the work, with limits not less than $1,000,000 each claim and $2,000,000 aggregate. If the policy contains a retroactive, continuity, or prior/proceeding litigation date, that date must be prior to the start date of the OPM's work. OPM will maintain the coverage for a minimum of the duration of applicable statute of limitations/repose or six (6) years, whichever is greater following completion of the work. Any deductible or self-insured retention will be the sole responsibility of the OPM. This policy will waive subrogation in favor of CITC and name CITC as an additional insured on a primary and non-contributory basis.

e) *Network Security / Privacy Liability ("Cyber").* Covering a minimum combined limit of liability of no less than $1,000,000 each occurrence and $1,000,000 general aggregate. Coverage will include privacy liability for a breach of any legally protected information whether in electronic or tangible format as well as coverage for a network security event. Coverage will extend to any CITC information that OPM has agreed in writing to keep confidential. The policy will also cover notification costs as well as credit monitoring for individuals affected by a breach. The policy will name CITC as a co-defendant for any breach of CITC's personally identifiable information in OPM's care custody and control. This policy will waive subrogation in favor of CITC and name CITC as additional insured on a primary and non-contributory basis.

f) *Umbrella and Excess Liability.* Coverage over commercial general and automobile liability, employer's liability, professional liability, and Cyber with minimum liability limits of $1,000,000 per occurrence and in the aggregate. This policy will waive subrogation in favor of CITC and name CITC as additional insured on a primary and non-contributory basis.

The OPM is not the Design-Builder and is not assigned Builder's Risk procurement or performance/payment bond obligations by default.

Section 10. Restrictions on Lobbying Activities

CERTIFICATION REGARDING LOBBYING

The selected Owner's Project Manager (OPM) and all consultants, subconsultants, and other lower-tier entities 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 entity 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 entity shall complete and submit Standard Form-LLL, *Disclosure of Lobbying Activities*, in accordance with its instructions and applicable federal requirements.

The OPM shall be responsible for ensuring that applicable lobbying certification and disclosure requirements are incorporated into covered consultant, subconsultant, and other lower-tier agreements under the OPM Agreement. Required certifications and disclosures shall be submitted through each successive contracting tier to the OPM 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.

Section 11. Appendices

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

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 Certifications

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 OPM Professional Services 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: _____