



**ALASKA RAILROAD CORPORATION**  
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July 13, 2021

## **REQUEST FOR PROPOSAL 21-IRFP-209100**

### **Alaska Railroad Corporation IT Security Assessment**

Response Requested,

This form must be completed and returned to ensure receipt of future addenda or additional information. Email this form to: [Hopem@akrr.com](mailto:Hopem@akrr.com). All addenda will be forwarded to the contact listed below.

**Firms that have not returned this cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC's internet site: [www.alaskarailroad.com](http://www.alaskarailroad.com), select Suppliers and then Solicitations. Offerors must acknowledge the receipt of all issued addendums in their proposal submittal.**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Website: [www.alaskarailroad.com](http://www.alaskarailroad.com)



Alaska Railroad Corporation  
327 W. Ship Creek Avenue, Anchorage, AK 99501  
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July 13, 2021

## INFORMAL REQUEST FOR PROPOSALS

The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested offerors for the following:

### **21-IRFP-209100 Alaska Railroad Corporation IT Security Assessment**

Offers emailed to [hopem@akrr.com](mailto:hopem@akrr.com) will be received until **3:00 pm local time, August 3, 2021**. The notification email used for the submittal of your offer shall be plainly marked with the following information:

1. Offeror's name.
2. Offer number/name 21-IRFP-209100 Alaska Railroad Corporation IT Security Assessment
3. Date and time scheduled for the receipt of offers.

The ARRC may award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the ARRC.

ARRC may reject any or all offers if such action is in the best interest of ARRC, and waives informalities and minor irregularities in offers received. ARRC may award a contract on the basis of initial offers without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Any contract resulting from this solicitation shall incorporate the Standard Terms and Conditions contained in this solicitation package.

This Request for Proposal is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any cost incurred in the submission of an offer or for any other cost incurred prior to the execution of a formal contract.

Please direct all responses and/or questions concerning this Request for Proposals to Michele Hope, Alaska Railroad Corporation, Supply Management, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-4467, fax number (907) 265-2439.

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## SECTION A

### STATEMENT OF SERVICES

The Alaska Railroad Corporation (ARRC) is soliciting proposals from interested parties to provide external security expertise, services and a final report that will assess the security posture and develop a baseline that can be tracked and improved over time at the Alaska Railroad Corporation.

#### **Project Description:**

The purpose for Alaska Railroad Corporation (ARRC) request for a penetration test is to determine real-world effectiveness of its existing security controls against active and skilled attacks. This test should cover all three areas of concern: People, Process, and Technology. The intent of this Security Assessment is to set a security baseline in order to help improve our security posture and culture at ARRC. Other reasons for the penetration test include but are not limited to the following:

- To determine the feasibility of attack vectors
- To identify higher-risk vulnerabilities from combinations of lower-risk vulnerabilities exploited in a particular sequence
- To identify vulnerabilities that may be difficult to detect with automated network or application vulnerability scanning software
- To assess the magnitude of potential business and operational impacts of successful attacks
- To test the ability of network defenders to detect and respond to attacks
- To ensure that ARRC meets regulatory compliance such as PCI, HIPAA, NIST.

The Alaska Railroad Corporation is requesting assistance to assess the people, policies, procedures, interior strength, and perimeter defenses of our technology infrastructure and other targets of evaluations. This Technical Security Assessment proposal also encompasses threat assessment, vulnerability assessment, and potential vulnerability exploitation, which are key component to assess the security posture of any Information Security program. The overall objectives of the assessment includes but is not limited to the following criteria listed below:

- Reveal where security was successful, partially successful, or unsuccessful at preventing and attack
- Evaluate security posture and compliance by abiding with security policies, standards, procedures, guidelines, and controls
- Verify security systems configuration
- Discover gaps in compliance posture

The Vendor shall assist Alaska Railroad Corporation (Alaska Railroad) to assess our technology infrastructure as it relates to the Payment Card Industry (PCI) Data Security Standard (DSS) and Best Practice/Industry Standards.

The Vendor shall provide, but not limited to, the following:

- A definition of the environment subject to test such as facilities, users, organizational groups, etc.
- A definition of the attack surface to be tested such as servers, desktop systems, wireless networks, Web applications, intrusion detection and prevention systems, firewalls, email accounts, user security awareness and training posture, incident response posture, etc.
- A definition of the threat sources to simulate such as an enumeration of attacker's profiles to be used: internal attacker, casual attacker, single, or group of external targeted attackers, criminal organization, etc.
- A definition of level of effort (time and resources) to be expended

- A definition of the rules of engagement

Prior to the beginning of the assessment, the assigned Alaska Railroad project manager will conduct a kickoff teleconference with the Vendor's primary point of contact (POC) to review and discuss the assessment process. This teleconference will include, but not be limited to:

- Reviewing business drivers as well as the desired outcomes and expectations of the assessment
- Identifying limitations or constraints related to what Alaska Railroad prefers to exclude or prohibit (e.g. authorized times to conduct reviews, application and host scanning, exploitation methods, etc.)
- Determining start date, anticipated end date and estimated report delivery date
- Establishing the assessment project plan to ensure proper expectations are met

Additionally, the Alaska Railroad project manager will send the Vendor a pre-assessment form that will request a list of technologies and IP address, the collection of all relevant documentation prior to beginning the assessment, as well as identify project milestones.

## **SCOPE OF WORK**

The following tasks outline the functional areas in which the Vendor shall assess in this engagement.

### **TASK 1 Technical Security Assessment**

#### **Penetration Testing**

The scope of the Pen Test should include the entire perimeter and any critical systems that may impact the security of the systems. This includes both the external perimeter (public-facing attack surfaces) and the internal perimeter (LAN to LAN attack surfaces).

#### **Perimeter Testing**

Vendor shall test ARRC's network perimeter both externally and internally. For internal perimeter testing, Alaska Railroad will launch the assessment from a network that has same, or lower, level of access into the secured networks.

In addition, the test must include critical systems that could affect the security including security systems (e.g. firewalls, IDS/IPS, authentication servers, e-commerce redirection servers) or any assets utilized by privileged users to support and manage the systems.

Activities must include, but may not be limited to:

1. Perform an external port scan, and penetration test of ARRC's network perimeter. This should include all public facing systems (web, email, FTP, application servers).
2. Enumerate systems on the network and validate them against known systems. Identify any unknown or unexpected systems.
3. Scan network systems and mainframe for potential vulnerabilities. There are a total of about 1500 servers and workstations, 200 networking devices on various internal networks, and an IBMi Power 9, which are in scope for this project. Vendors are expected to perform this portion of the testing from a variety of commercial and vendor -supplied tools. Only "safe" scans, a.k.a. those not designed to cause a denial of service or other interruptions will be performed. ARRC will provide the network ranges and any network/host exemptions to these scans.
4. Identify, analyze, and confirm vulnerabilities. Once the scans and tests are complete, and potential systems have been identified, there will be a planning discussion between the vendor and ARRC to decide which vulnerabilities will be explored further. The purpose of the discussion is to minimize the risk that the in-depth analysis of the vulnerabilities would cause

an extended outage of critical systems. It is expected that qualified vendor personnel will know how to look deeper into potential vulnerabilities for other security holes, misconfigurations, and other problems in order to follow the vulnerability to its end. It is expected that the vendor will share method and process (i.e., "trophies", e-mail's screen shots, files, etc.) of successful penetration in addition to a list of open ports, missing patches, or possible vulnerabilities.

### **Segmentation Testing**

Vendor shall test the segmentation controls of all segregated network segments from a sample of completely isolated/segmented networks (ensuring that each type of segmentation point is represented, such as firewalls, VLAN on switch, etc.)

### **User Privilege Escalation**

Throughout the assessment, the vendor shall attempt to complete user privilege escalations in order to further compromise, or demonstrate the effectiveness of, the security of established controls within ARRC's environment.

During this phase of the assessment, Alaska Railroad will provide the vendor with the credentials of two (2) accounts with different privilege levels. The Vendor shall use the credentials along with manual and programmatic methods to attempt to gain the ability to perform unauthorized actions.

This testing will assist in determining if access control systems are effectively enforcing user access and permission levels are configured correctly based on job function.

### **Vulnerability Assessment**

Initially the vendor shall begin the assessment by conducting a network discovery to identify each device that resides on your network. The result of the network discovery process is a map of all devices found. The network discovery shall identify the following:

- Network topology
- Access points to the network
- Machine names
- IP addresses
- Operating Systems
- Discovered services, such as HTTP, SMTP, Telnet, etc.

The vendor shall examine all in scope IT Controls and solutions such as but not limited to

- Identity Access Management (IAM)
- Virtual Infrastructure
- ERM & DLP Solutions
- NAS & SANS
- Routers/Switches
- EndPoint/NAC
- Security Information Management
- DNS Servers
- Load Balancers
- Firewalls
- IDS/IPS
- Web Servers
- Wi-Fi

- SSL VPN Appliances
- VoIP/VoFi
- E-Mail Servers
- Others as required

The information gathered during this phase will allow the vendor the ability to customize subsequent exploits based on unique aspect of the infrastructure being assessed. In addition, the vendor shall attempt to capture user credentials through the collection of the following vectors:

- Windows password hashes in-memory
- Keystroke logging
- Password and hash sniffing
- Collecting saved login credentials

This approach will enable the vendor to directly simulate the same front-end investigation commonly performed by attackers.

All vulnerabilities reported as critical/high shall be detailed in the 'Findings' section of the final deliverable. A complete list of vulnerabilities shall be provided in a separate appendix. Each vulnerability or risk identified shall be categorized as a Critical/High, Medium, or Low, which is defined below.

Raw results of the assessment shall include vulnerabilities identified as Critical/High, Medium, or Low, which is defined as:

- **Critical/High-Risk:** - These vulnerabilities should be addressed immediately. Exploitation of these vulnerabilities will typically allow a malicious person elevated privileges (e.g. administrative/root) on the compromised system. Examples of the possible actions include capturing data, passwords, or other sensitive information as it is processed by the system. Trojan horse applications can also be installed that allow the system to be used for other malicious/illegal purposes.
- **Medium-Risk** - These vulnerabilities should be reviewed for false positives and remediate as soon as possible, typically once a project plan is devised. Medium vulnerabilities will not necessarily grant elevated privileges to a system, but it may allow for damage (e.g. deletion) to data/applications or cause a denial of service condition.
- **Low-Risk** - These vulnerabilities are normally provided for informational purposes, however they can give information to a malicious person that would permit them to perform a more focused attack. For example, if a malicious person can identify the type of web server as being 'IIS' they will focus on attacks for that particular application.

### **Web Application Review**

In the application review phase, the Vendor shall gain familiarity with the application through a series of standard user tests in an effort to learn basic information like the operating system, web server type if applicable, linked applications (databases, media servers), security mechanisms (SSL, input filtering) and language base. Once the reconnaissance phase is completed a variety of application specific assessment tools shall be run to find any exploitable security flaws.

After the application security tools are run, the Vendor shall test for a myriad of vulnerabilities, including

- Cross Site Scripting (XSS),
- Injection Flaws,
- Malicious File Execution,
- Insecure Direct Object Reference,
- Insecure Cryptographic Storage,
- Cross Site Request Forgery (CSRF),
- Any other vulnerability types that are typically exploited

The vulnerabilities flagged shall be manually verified and custom techniques shall be utilized to find exploitable code. Next, the vendor shall conduct a series of custom attacks, proxy requests and scripted detection engines – all of which can uncover significantly more dangerous vulnerabilities, far deeper within the application.

### **Preliminary Vulnerability Analysis & Vulnerability Verification**

To limit the number of false-positives reported in the final deliverable, the Vendor shall provide an examination of all the raw results and begin the process of eliminating obvious false positives and identifying vulnerabilities that require further analysis and verification. The next step in the process is manual verification and validation. A typical hacker takes several logical steps in order to gain “root”, or identify and access a specific vulnerability. Where possible and practicable, the Vendor shall replicate this process to ensure that identified vulnerabilities are verified, and accurately reported.

### Exploitation Phase

The exploitation phase will provide the information needed to effectively secure items such as customer records, financial data, and/or intellectual property. Prior to this phase, Alaska Railroad and the Vendor will establish the rules of engagement (i.e. what exploitation is in or out of bounds).

The Vendor shall mirror the multi-vectored, privilege escalation and pivoting methods employed by today’s sophisticated hackers and malware authors, in order to identify the complex paths that attackers traverse across multiple layers of IT infrastructure to expose valuable backend data and systems.

Once vulnerabilities have been analyzed and verified the exploitation phase of the assessment begins. This phase is also referred to as a Penetration Test or Pen Test. The exploitation phase will allow the Railroad to see our network, end-user, and web application security as an attacker would. This phase of the assessment shall highlight the following as necessary:

- Pinpoint exploitable OS and services vulnerabilities in network servers and workstations
- Vendor shall customize exploit scripts based specifically on the infrastructure
- Vendor shall directly mimic threat techniques used by Trojans and botnets to expand their footprint over time and hide activity via obfuscation methods
- Attempt data theft attacks to sneak protected data past perimeter defenses
- Simulates hacker and malware activity meant to execute code or overtake compromised systems.
- Gain access to vital information that can be used to carry out additional penetration tests.
- Guess application usernames and passwords with dictionary attacks
- Leverage Web Application Firewall (WAF) evasion capabilities
- Simulate attacks by interacting with web server file systems and databases through command shells and database consoles



- Test web application security and demonstrate the consequences of web-based attacks
- Distinguish real threats from false positives to speed and simplify remediation efforts
- Assess the effectiveness of IPS, IDS, firewalls and other defensive in depth infrastructure
- Confirm the security of system upgrades, modifications and patches

With credentials that are discovered or given by Alaska Railroad, the Vendor shall attempt to install agents to mimic malicious hacker techniques. The agents will allow the Vendor to:

- Mirror attackers' attempts to keep hooks in compromised systems to either escalate attacks or maintain botnet control.
- Carry out potential exploits while systems are cycled in real-world usage scenarios.
- Validate the ability of existing authentication and perimeter defensive systems to cut off unauthorized external activity.

If successful, this will allow the Vendor to:

- Show specific vulnerabilities that can be exploited, to differentiate real threats from false positives.
- Allow the Vendor to move deeper into the network leveraging network connections and trust relationships to emulate multistage threats against increasingly sensitive systems.
- Directly simulates popular stealth attacking methods used by today's hackers and malware authors.

## **TASK 2 Social Engineering (Phone and E-mail)**

In today's business environment, even the most effective layered technical security architecture simply is not enough. Organizations need to prevent the compromise of confidentiality, integrity, and availability no matter the threat vector. The term "social engineering" has been used for years by hackers to describe the technique of using persuasion and/or deception to gain access to information systems.

During the Social Engineering phase of the assessment, the Vendor shall attempt to impersonate and persuade employees via telephone and/or e-mail to disclose proprietary information. This information may allow the Vendor to access sensitive information and/or exploit the integrity and/or availability of data. The sophisticated methods that may be utilized are, but not limited to, as follows:

- Phishing/spear phishing/whaling Attacks – Sending an e-mail to a user falsely claiming to be an established legitimate organization in an attempt to scam the user into surrendering company sensitive/ information. The overall objective here is to measure end-user response to phishing, spear phishing, spam and other email threats.
- Use commercial social engineering phishing attacks such as PhishGuru and PhishMe
- Cross-Site Scripting – This attack can disclose the end users session token, attack the local machine or spoof content to fool the user.
- Employee Impersonation – Calling employees and attempt to convince them to release sensitive information (e.g. passwords of systems, unpublished e-mail addresses, names of other employees, names and virtual locations of systems).
- Pretexting – This method is the act of creating and using an invented scenario to persuade a targeted victim to release information or perform an action and is typically done over the telephone. It is more than a simple lie as it most often involves some prior research or set up and the use of pieces of known information (e.g. for impersonation: date of birth, Social

Security Number, last bill amount or other specific company information to establish legitimacy in the mind of the target)

- Physical Access – An attempt to gain access to unauthorized areas and locate sensitive items, such as:
  - Sensitive or information around workspaces or common areas such as conference rooms, break rooms, or near copiers/printer stations
  - Financial records such as invoices and purchase orders
  - Documentation on the network and supporting infrastructure

### **TASK 3 Wireless Assessment**

The Vendor shall begin with an on-site comprehensive site survey that includes the examination of 802.11a, b, g, n, ac and 802.15 and 802.16 devices (access points and WLAN controllers). This site survey shall include walking the premises (parking lots, building floors, etc.), measuring signal strength and signal-to-noise ratio at given points (four corners of a building, large glass windows, and other strategic locations), and inventorying connected devices and access points. At the conclusion of the site survey, a vulnerability assessment of the wireless infrastructure shall be performed.

The purpose here is to examine the means of protection that are in place (e.g. WEP, WPA, WPA2, 802.11x), as well as attempt to provide information concerning the SSIDs, BSSIDs, and MAC addresses of detected devices. The Vendor shall assess the environment against NIST SP 800-53, ISO 27002, and PCI DSS wireless requirements.

At the conclusion of the wireless assessment, the Vendor shall provide a detailed explanation of the methodology implemented, the wireless access points discovered, and any applicable recommendations. In addition, the Vendor shall provide a table that describes all wireless devices identified within the vicinity in the scope of work. For each detected device, the table shall list the SSID/name, MAC address, Wi-Fi network type, maximum throughput rate, channel used, and the type of encryption implemented on the device. The devices shall be sorted by signal strength in descending order.

### **TASK 4 Database Assessment**

Database security is the last line of defense, so it deserves greater focus on the protection of private data from both internal and external attacks.

In the database assessment phase, the Vendor shall

- Assess the databases to look for common vulnerabilities such as buffer overflows, default accounts, or default permissions on database objects such as tables, views, and stored procedures.
- Look for erroneous configurations that may lead to information leaks, theft of data, or even intrusion and denial of service attacks.
- Examine several key functional areas that may include but not be limited to:
  - Authentication and Authorization to Control Database Access
  - Password Complexity Verification
  - Restriction of access rights to privileged user IDs to least privileges necessary to perform job responsibilities

- Server Security
- Database Connections
- Table Access Control
- Encryption Usage
- Certificate Application

### **Examples of Database Assessment Tools**

The Vendor shall utilize a variety of commercial and open source tools for this phase of the overall assessment. What follows are examples and a brief description of the tools that may be utilized:

- QualysGuard – QualysGuard detects and audits databases, including PostgreSQL, Oracle, SQL Server, MySQL, & Sybase, without requesting any credentials or configuration information. QualysGuard searches for vulnerabilities or erroneous configurations that may lead to information leaks, theft of data, or even intrusion and denial of service attacks, all without authenticating to the database.
- QualysGuard also supports Oracle authenticated scans to perform even deeper audits of the configuration settings of an Oracle database.
- Scuba by Imperva – A lightweight java utility that scans databases for known vulnerabilities and configuration flaws.
- DB Audit - All-in-one database security and auditing solution for Oracle, Sybase, DB2, MySQL and Microsoft SQL Server that tracks and analyzes any database activity including database security, access and usage, data creation, change or deletion.
- DAS-DBScan – DBAPPSecurity database vulnerability scanner that scans thousands of improper database configuration or potential vulnerabilities with the strong function of discovering weak passwords and database hidden Trojans.
- AppDetectivePro – AppDetectivePro- is a database scanner that empowers professionals to scan databases for vulnerabilities, configuration issues, weak passwords, missing patches, access control concerns, and other issues that can lead to user privilege escalation.

### **TASK 5 Brute Force Attack (Dictionary Attack)**

Not surprisingly, many users choose weak passwords (e.g. simple to guess password or many times a password related to them in some way). The Vendor shall look for insecure choices including, but not limited to:

- Blank field (none)
- Word such as "password", "passcode", "admin" and their derivatives
- User's name or login name
- Name of users spouse other or relative
- User's birthplace or date of birth
- Pet's name
- Automobile license plate number

The objective of this exercise is to crack password by simply comparing every possible combination and permutation of characters available against a dictionary of commonly used credentials until it finds a match for the password. This contained brute force attempt shall demonstrate whether passwords are meeting best practices.

## **TASK 6 Internal Administrator-level Authenticated Vulnerability Scan**

To fulfill this section, the Vendor shall perform an Internal Administrator-level Authenticated Vulnerability scan. Administrative-level authenticated scans are able to obtain detailed information about installed applications, including configuration issues and missing security patches, registry vulnerabilities and configuration flaws, as well as details about security policies applied, user password settings and current states, such as detecting users that have never changed their password. As a result, administrative-level authenticated scan findings are more comprehensive and have fewer false positives than unauthenticated scans.

**It is important to note that once testing is completed, the Vendor shall remove all agents, thus removing any trace of existence in the infrastructure.**

### **Out Briefing**

The results of this comprehensive assessment will help guide and determine the appropriate management action and priorities for managing technical information security risks, and for implementing controls selected to protect against these risks.

If requested, the Vendor shall conduct a teleconference with appropriate Alaska Railroad personnel, recapping the overall project, objectives of the project, and a high-level overview of the risk posture related to meeting industry best practices, recommended next steps, and budgetary information concerning remediation of findings.

### **SOW Summary:**

- Technical Security Assessment
  - Penetration Testing
  - Perimeter Testing
  - Segmentation Testing
  - Vulnerability Assessment
  - Web Application Review
  - Preliminary Vulnerability Analysis & Vulnerability Verification
  - User Privilege Escalation Activities and Successes
  - Exploitation Phase
- Delivery of additional items
  - Social Engineering (Phone and E-mail)
  - Wireless Assessment
  - Database Assessment
  - Brute Force Attack (Dictionary Attack)
  - Internal Administrator-level Authenticated Vulnerability Scan

### **Deliverables:**

- Results from each phase or activity
- Final report
- Out briefing
- Removal of tools report

At the conclusion of the technical assessment, a detailed report shall be drafted that includes an overall assessment rating based on a proven and well-known threat vector analysis. The overall risk rating shall take into consideration the vulnerabilities identified, systems impacted, vulnerability risk rating, complexity of compromise and remediation steps. The report shall minimally include:

- Explain the risks faced by the organization based on the outcome of the test(s)
- Describe the technical details of the problems found and how they were discovered

- Provide detailed guidance on how the organization can fix the problems; include links to external resources
- Explain the assessment methodology and tools employed during the tests so that the results are repeatable

The Vendor shall provide a summary report consisting of an overview of the assessment. Additionally, the Vendor shall provide the raw scanner results with critical/high, medium, and low risk vulnerability findings.

The report outline from the vulnerability and penetration testing vendor should include but not limited to the following

- Executive Summary
- Introduction
- Technical Summary
- Technical details
  - Findings (Low, Moderate, and High Risks)
- Conclusion
- Appendices
  - Methodology
  - Tools used
  - Tools results

## SECTION B

### PROPOSAL INFORMATION, CONDITIONS & INSTRUCTIONS

#### 1. Pre-Submission Proposal Inquires

Proposers shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. Verbal inquiries regarding this RFP are not permitted. All inquiries must be made in writing and received at ARRC's offices prior to July 23, 2021 and the written inquiries must be submitted either by mail or email as follows:

Michele Hope  
Supply Management  
Alaska Railroad Corporation  
327 W. Ship Creek Avenue, 2<sup>nd</sup> Floor  
Anchorage, AK 99501  
Email: hopem@akrr.com

ARRC will respond to all or part of the written inquiries received through the issuance of a written Addendum to the IRFP, if in the opinion of ARRC, such information is deemed necessary to submit proposals or if the lack of it would be prejudicial to other prospective proposers. Oral and all other non-written responses, interpretations and clarifications shall not be legally effective or binding. Any Proposer who attempts to use or uses any means or method other than those set forth above to communicate with ARRC or any director, officer, employee or agent thereof, regarding this IRFP shall be subject to disqualification.

#### 2. Proposal Submission Deadline

Proposals must be received by ARRC no later than 3:00 p.m., local time, on August 3, 2021.

Interested firms shall submit one electronic (email) proposal. The email subject line shall reference the IRFP number and project Name. The response shall clearly identify the following information:

1. Proposer's Name
2. RFP Number/Title 21-IRFP-209100 Alaska Railroad Corporation IT Security Assessment
3. Date and Time Scheduled for Receipt of Proposals

Proposals received after the time and date set forth above shall be rejected. All proposals submitted in response to this solicitation must be signed by an individual with the legal authority to submit the offer on behalf of the company.

#### 3. Proposal Open and Subject to Acceptance

All proposals shall remain open and subject to acceptance by ARRC for ninety (90) days after the deadline for proposal submission.

#### 4. Proposal Opening

Proposals will be opened privately at ARRC's convenience on or after the proposal due date.

#### 5. Reserved Rights

In addition to other rights in this RFP, ARRC reserves, holds and may exercise at its sole discretion, the following rights and options:

- (a) To supplement, amend, or otherwise modify or cancel this RFP with or without substitution of another RFP.
- (b) To issue additional or subsequent solicitations for proposals.
- (c) To conduct investigations of the Proposers and their proposals.
- (d) To clarify the information provided pursuant to this RFP.
- (e) To request additional evidence or documentation to support the information included in any proposal.
- (f) To reject any and all proposals, or parts thereof, and/or to waive any informality or informalities in any of the proposals or the proposal process for the RFP, if such rejection or waiver is deemed in the best interest of ARRC.
- (g) To award a contract or contracts resulting from this solicitation to the responsible Proposer whose proposal conforming to this solicitation will be most advantageous to ARRC.
- (h) To negotiate any rate/fee offered by a Proposer. ARRC shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Proposer does not accept ARRC's final offer, ARRC may, in its sole discretion, reject the proposal and start negotiations with the next highest ranked Proposer.
- (i) If an award is made and, prior to entering into a contract, subsequent information indicates that such award was not in the best interest of ARRC, ARRC may rescind the award without prior notice to proposers and either award to another proposer or reject all proposals or cancel the RFP.
- (k) To terminate the contractor at any point in the evaluation process or after award if the approved personnel become unavailable, are switched off project by the firm, or the qualifications are generally found to be inadequate. All personnel reassignments to and from the project will be approved by ARRC.

## **6. Proposal Costs**

Each Proposer shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its proposal, and ARRC shall have no responsibility or liability whatsoever for any such costs and expenses. Neither ARRC nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals. By submitting a proposal, Proposer expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

## **7. Taxes**

Pursuant to AS 42.40.910, ARRC is exempt from all forms of state or local sales, property and other taxes. Accordingly, any Proposer who submits a proposal shall not include any such tax in any of its proposal prices or in any calculation thereof.

## **8. Proposal Format**

Interested firms shall submit one electronic (soft copy) proposal, containing a statement of qualifications and a concise narrative that fully addresses each evaluation criteria. Proposals shall have a maximum of twenty (20) pages, inclusive of resumes and exhibits. A signed cover letter of a maximum two (2) pages should introduce the proposed firm, summarize the main qualifications of the firm, and include any other information the Contractor deems will emphasize the Contractor's ability to successfully perform the services required and demonstrate why selection of Contractor would be advantageous to ARRC.

**Important Instructions: To be considered responsive, Proposers must submit the following**

- a: Bidders Questionnaire in Section F.**
- b: Acknowledge all addenda in your firm's proposal**

## **9. Capacity to Perform**

Any Proposer considered for award as a result of this solicitation may be required to make assurance to the Contract Administrator concerning the Proposer's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Proposer. Failure to provide assurances requested in a timely manner may be cause for rejection of the Proposal.

## **10. Costs**

Other direct costs (ODC) on contracts incurred shall be billed at cost. If travel is required, ARRC will be billed per diem for meals and incidentals using the current Department of Defense rate. Airfare will be billed at cost with coach airfare only, no first class or business class. Lodging must be reasonable. ARRC will not pay for alcohol, valet parking, or expenses it considers to be exorbitant.

## **11. Purchase Obligation**

ARRC and responding firms expressly acknowledge and agree that ARRC has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this RFP. By submitting a proposal in response to this RFP, each firm acknowledges and agrees that the provisions of this RFP, and/or any communication, statement, act or omission by representatives of ARRC (including consultants) in the selection process, shall not vest any right, privilege, or right of action in any Proposer.

## **12. Exceptions to Terms, Conditions and Specifications**

Any contract resulting from this solicitation shall incorporate the General Terms and Conditions contained in this solicitation package. Each Proposer shall indicate all exceptions to terms, conditions, and specifications of this solicitation individually in its proposal. Exceptions received or placed after the proposal submission date will be considered as counter offers and as such will render the entire proposal non-responsive.

## **13. Public Information**

All submitted proposals will be considered confidential until notice of intent to award is issued. After notice of intent to award is issued, all proposals will become public information.



## **14. Qualifications of Proposers**

### **Minimum qualifications:**

- At least 5 years active Security experience dealing with recent security exposures
- Firm based in the United States

Proposers will be evaluated by ARRC based upon their demonstrated comprehension of required services and proposed strategy for performance, relevant experience and credentials of proposed personnel including any subcontractors, proposed schedule for performance, demonstrated knowledge of required services, and cost proposal. ARRC reserves the right to take any actions it deems necessary to determine if Proposers have the ability to perform the services outlined in the Scope of Work in a satisfactory manner. Such actions will include an evaluation of the Proposer's qualifications and references prior to Contract Award. Proposers may be disqualified, and their Proposals rejected, for any reason deemed appropriate by ARRC including, but not limited to, the following:

- (a) Evidence of collusion between a Proposer and any other Proposer(s).
- (b) An unsatisfactory performance record on prior projects for ARRC, or any other organization.
- (c) The appearance of financial instability (in the opinion of ARRC) and/or evidence that Proposer may not be financially able to complete the work required by the Scope of Work in a satisfactory manner.
- (d) If Proposer has failed to complete one or more public contracts in the past.
- (e) If Proposer has been convicted of a crime arising from previous public contracts.
- (f) If Proposer is not authorized to perform work in the State of Alaska.

## **15. References**

Provide a representative list of clients including addresses, contact names and phone numbers. In case of a business entity client, provide the name of an individual familiar with the nature of your services to the entity.

## **16. Clients**

How many clients have begun using your firms' services in the past three years? How many clients have stopped using your firm's services in the past three years? Why?

## **17. Conflict of Interest**

Disclose any information that may pose an actual conflict of interest in providing these services or give the appearance of a conflict of interest.

Please provide any other relevant information that may assist ARRC in the selection process.

## **18. Contract Period**

The ARRC anticipates contract period shall run approximately six months from award of contract.

## SECTION C

### PROPOSAL FORMAT AND CONTENT

Alaska Railroad Corporation (ARRC) is requesting proposals from interested firms qualified to perform the work described in the Scope of Services. This is intended to be an unbiased evaluation. ARRC reserves the right to determine that proposed services will meet ARRC requirements. ARRC reserves the right to withdraw this RFP, reject any and all proposals, advertise for new proposals, or accomplish the work by other means including issuing only some of the tasks defined in the Scope of Services above, that ARRC in its sole discretion, determines to be in its best interest. ARRC may request additional information from any firm to make a proposal responsive to this RFP or otherwise obtain clarification or additional information that ARRC, in its sole discretion, deems necessary to analyze and compare proposals.

Proposals must be complete as to the requested information.

Failure to follow this format in a proposal or failure to include complete information as requested will result in a lower score and may result in rejection of the proposal. At a minimum your proposal shall address the following in order to be considered responsive:

- 1) Demonstrated comprehension of required services and proposed strategy for performance.
- 2) Relevant experience and credentials of proposed personnel including any subcontractors.
- 3) Proposed schedule for performance.
- 4) Demonstrates knowledge of or with PCI-DSS v 3.2.1, HIPAA, and NIST SP800-53/82
- 5) Price Estimate.

#### **Price:**

- Please provide a Firm Fixed Price for each task within the proposed scope of work. Cost shall be **inclusive** of travel, lodging and per diem costs which will be reimbursed, at cost, by ARRC per section B, #10. ARRC does not require travel for this solicitation; however, if travel is suggested per your proposal, it must be included within your Price Proposal.
- Please specify the hourly rates you will charge ARRC for the key personnel who will perform the majority of work on this project. These rates will be used for any potential future work that may be negotiated or added by addendum.
- The ARRC may award a contract for all tasks or individual tasks most advantageous to ARRC. Only one Vendor will be awarded a contract under this solicitation.

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid. It is a negotiable offer. Contract will be a firm Fixed Price contract.

## PRICE ESTIMATE FORMAT

**Cost shall be provided in the following format for each of the following 6 Tasks**

1. Technical Security Assessment
2. Social Engineering (Phone & E-mail)
3. Wireless Assessment
4. Data Base Assessment
5. Brute Force Attack
6. Internal Administrator-level Authenticated Vulnerability Scan

1. Billing Rates. Provide a table with the following columns (Names required only for key staff):

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate (\$/hr) *</u>	<u>Estimated Cost (\$)</u>	<b>Total Labor \$ _____</b>
<u>Subtotal Estimated Price for each Task.</u>					<b>Subtotal by Task \$ _____</b>

2. Subcontracts. List each, the amount for each and **attach an estimate in the above format for each.** **Total Subcontracts \$ \_\_\_\_\_**

3. Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any markup. Provide a table with the following columns:

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Estimated Cost (\$)</u>	<b>Total Expenses \$ _____</b>
-------------	-----------------	-----------------------	----------------------------	--------------------------------

4. Total Estimated Price for all 6 Tasks. Sum of Total Estimated Cost **Total Price for all 6 tasks \$ \_\_\_\_\_**

**BILLING RATES** are negotiated hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses. Billing rates provided will be used for additional services, if required.

### ***Travel Time and Expenses***

Our experiences dictate that expenses are rarely billed for an external Technical Security Assessment because the services are usually performed from the penetration test headquarters location. However, there are occasions when travel is necessary. The Vendor understands that reducing costs associated with travel is important to every organization. This is why vendor should attempt to conduct services remotely when possible. In the event that the Vendor must travel, expenses that are incurred in the delivery of this service are not reflected in the Prices above Expenses will be charged at the actual rate incurred (i.e., no administrative markup) and will be charged based upon the time the Vendor's consultant is in route.

Below is Alaska Railroad's policy for Travel Expenses:

1. Mileage will be charged at the current IRS standard mileage reimbursement rate at the time of Travel.
2. Current reference link: <http://www.irs.gov/uac/Newsroom/New-Standard-Mileage-Rates-Now-Available;-Business-Rate-to-Rise-in-2015>
  - Airfare, car rental, parking, and other applicable transportation expenses (will be charged at cost. (No First class or business class are allowed)
  - Per Diem rates will be charged using the Government rate in effect at the time for the location (GSA Anchorage, AK)

If services can be performed remotely, the Vendor may ship equipment to reduce total travel expenses, which will be invoiced at cost. All expenses will be recorded daily and invoiced upon completion of the engagement or included with progress billings, if applicable. Receipts will be provided upon request.

## **SECTION D**

### **EVALUATION CRITERIA**

The selection of a firm to perform the requested services will be made in accordance with Section E. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm. However, at its sole discretion, ARRC may require the highest ranked firms to make an oral presentation to the evaluation committee. In this event, oral presentations will be scheduled and held via video conference.. The selected firms will have an opportunity to summarize the information provided in their written proposals, expand on their capabilities, experience and proposed approach and work plan and answer questions from the selection committee. It is important that the primary individuals servicing the contract are present for this presentation. Scores obtained in the initial phase will not carry over to the presentation phase. Upon completion of the oral presentations, the evaluation committee will review the material presented and determine a ranking order for the firms interviewed.

### **EVALUATION CRITERIA**

#### **DESCRIPTION**

- 1) Demonstrated comprehension of required services and proposed strategy for performance.
- 2) Relevant experience and credentials of proposed personnel including any subcontractors.
- 3) Proposed schedule for performance.
- 4) Demonstrates knowledge of or with PCI-DSS v 3.2.1, HIPAA, and NIST SP800-53/82
- 5) Price Estimate.

#### **CONTRACT AWARD**

Once ranking has been established, ARRC will begin negotiations with the highest ranked firm. If an agreement cannot be reached on contract terms, negotiations will be terminated, and negotiations will be conducted with the next highest ranked firm, until an agreement is reached, or until ARRC exercises its right to cancel the solicitation.

## **SECTION E**

### **INFORMAL SELECTION PROCESS**

The selection of a firm to perform the requested services will be made by an ARRC appointed committee or individual (Evaluator) which will evaluate the proposals in accordance with the evaluation criteria specified herein and establish a ranking. Proposals will be evaluated on the basis of advantages and disadvantages to ARRC using the criteria described in this Section.

ARRC reserves the right to select the top ranked firm based solely on the scoring of the written proposals and to enter directly into negotiations with said firm.

The Evaluator (Project Manager or other person(s) conducting the Small Procurement) will read all proposals received.

For all contracts, the Evaluator will select three Offerors that are among the best qualified to provide the services required, recommending then in order of best fit to perform the Scope of Work. If less than three Offerors are selected - the Evaluator will include a detailed, objective, written explanation in the Evaluation Report (discussed below).

If the Evaluator is not familiar with an Offeror's or a proposed Subcontractor's prior work experience and performance, the Evaluator will investigate experience and credentials, performance for similar projects, available written evaluations, and may contact persons knowledgeable of an Offeror's or a Subcontractor's responsibility. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed.

An Evaluation Report (memorandum addressed to the Director, Supply Management) must be prepared by the Evaluator for all Small Procurements that may exceed \$20,000. The report will summarize evaluation activities and shall identify the 3 Offerors and recommended contractor for selection suitable for performance of the contract. The Evaluation Report shall include factual information, both positive and negative, gleaned from all proposals received for use by the Director as a summary of the proposals. In unusual situations where three Offerors are not recommended or a recommended contractor is not provided the Evaluation Report will provide an explanation.

The Procurement Officer will review the proposals and evaluation report. If any discrepancies are identified, they will be appropriately addressed with any action taken documented with a written explanation for the procurement file.

The Procurement Officer will provide the names of the recommended and qualified Offerors and copies of their proposals - including the Evaluation Report and cost - to the Director who will select one Offeror for contract negotiation. The Director will use discretion in considering for selection the Offeror most advantageous and in the best interest of the Alaska Railroad Corporation. Should the Director feel that the Evaluator recommended contractor is not the preferred proposal, the Director will convene with the Evaluator to review the basis for contract award, prior to decision making. Additional information which the Procurement Officer deems necessary to make a decision, will be obtained only through involvement with the Director and Evaluator.

## SECTION F

### CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

#### PART I - INSTRUCTIONS

1. All Bidders/Proposers submitting a Bid/Proposal are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
2. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
4. The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
5. ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

#### PART II - IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: \_\_\_\_\_
2. The Proposer represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)
  - an individual or sole proprietorship
  - a general partnership
  - a limited partnership
  - a joint venture consisting of: \_\_\_\_\_  
and \_\_\_\_\_  
(List all joint ventures on a separate sheet if this space is inadequate.)
  - a non-profit organization
  - a corporation organized or incorporated under the laws of the following state or country: \_\_\_\_\_  
on the following date: \_\_\_\_\_
  - a limited liability company organized under the laws of the following state or country: \_\_\_\_\_  
on the following date: \_\_\_\_\_
3. Proposer's federal taxpayer identification number: \_\_\_\_\_
4. Proposer's Alaska business license number: \_\_\_\_\_
5. Proposer's contractor's license number (for construction only): \_\_\_\_\_

6. Proposer's legal address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

7. Proposer's local or authorized point of contract address:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

8. How long has the Proposer been in business? \_\_\_\_\_

9. Has Proposer been in business under another name? If so, identify name and dates used.

\_\_\_\_\_  
\_\_\_\_\_

10. Does your firm consider itself to be an MBE, WBE or DBE?

YES  NO

If answer is "YES," attach a copy of certification.

11. Number of employees: \_\_\_\_\_ including \_\_\_\_\_ employees in the State of Alaska.

### **PART III - CONTRACTING HISTORY**

1. Has the Proposer been awarded any contracts within the last five years by ARRC, the State of Alaska, or any other public entity for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No". If yes, on a separate sheet of paper describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number, the dollar amount at award and at completion, date completed; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than three such descriptions.

YES  NO

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES  NO

**NOTE: ANY "YES" ANSWERS TO #3 BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS QUESTIONNAIRE.**

3. In the past five years has the Proposer been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?  
YES  NO

B. Failed to complete a contract for a public or private entity?  
YES  NO

C. Been denied a low-bid contract in spite of being the low bidder?  
YES  NO

D. Had a contract terminated for any reason, including default?  
YES  NO

E. Had liquidated damages assessed against it during or after completion of a contract?  
YES  NO

F. Been a defaulter, as principal, surety or otherwise?  
YES  NO

G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?  
YES  NO

H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?  
YES  NO

I. Been denied a performance or payment bond by a surety company?  
YES  NO

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?  
YES  NO

4. Does Proposer currently possess the financial, organizational, technical, equipment, facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.  
YES  NO

5. Does Proposer have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Proposer's resources, such as management, technical expertise, financing, facilities, equipment, etc.  
YES  NO



## **PART IV-CIVIL ACTIONS**

If “Yes” to Parts IV or V, provide details on a separate sheet of paper including a brief summary of cause(s) of action; indicate if Proposer, its principals, officers or partners were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required!

1. Violations Of Civil Law. In the past five years has Proposer, any of its principals, officers or partners been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

YES  NO

2. Lawsuits With Public Agencies. At the present time is, or during the past five years has Proposer, any of its principals, officers or partners been a plaintiff or defendant in any lawsuit or arbitration regarding services or goods provided to a public agency?

YES  NO

3. Bankruptcy. During the past five years, has the Proposer filed for bankruptcy or reorganization under the bankruptcy laws?

YES  NO

4. Judgments, Liens And Claims. During the past five years, has the Proposer been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

YES  NO

5. Tax Liens. During the past five years, has the Proposer been the subject of a tax lien by federal, state or any other tax authority?

YES  NO

## **PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS**

1. Criminal: In the past five years has the Proposer, any of its principals, officers, or partners been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

YES  NO

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

YES  NO

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

YES  NO

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

YES  NO

E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?

YES  NO

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

YES  NO

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

YES  NO

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

YES  NO

I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?

YES  NO

2. Regulatory Compliance. In the past five years, has Proposer or any of its principals, officers or partners:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

YES  NO

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?

YES  NO

C. Been cited for a violation of federal, state or local environmental laws or regulations?

YES  NO

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?

YES  NO

E. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?

YES  NO

#### **PART VI-FINANCIAL**

**Copies of the following documents are to be submitted with this Questionnaire:**

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements may be requested:

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the Proposer.

B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years **may be requested.**

**NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Proposer will provide to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.**

**PART VII -VERIFICATION AND ACKNOWLEDGMENT**

The undersigned recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing ARRC to award a contract, or to allow Proposer to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or consultant. The undersigned has read and understands the instructions for completing this Questionnaire.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Proposer. I certify that I have read and understood the questions contained in the attached Questionnaire, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Questionnaire is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Questionnaire will result in denial or termination of a contract.

I authorize ARRC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Questionnaire or to develop other information deemed relevant by ARRC.

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTICE TO PROPOSERS**

**A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.**



## SECTION G

### GENERAL TERMS AND CONDITIONS (Professional Service Contracts) (Revised 3/4/08)

The following terms and conditions supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent therewith and shall be deemed to have the same force and effect as though expressly stated in any such purchase order into which this document is incorporated.

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

"Contractor" shall mean the person or entity entering into the contract to perform the work or services specified therein for ARRC.

"Contract" shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

"Services" shall mean any work, direction of work, technical information, technical consulting or other services, including but not limited to design services, analytical services, consulting services, construction management services, engineering services, quality assurance and other specialized services furnished by Contractor to ARRC under the contract.

2. Inspection and Reports. ARRC may inspect all of the Contractor's facilities and activities under this contract in accordance with the provisions of ARRC Procurement Rule 1600.9. The Contractor shall make progress and other reports in the manner and at the times ARRC reasonably requires.

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor in accordance with the time limits and procedures specified in sections 1800.12 et seq. of ARRC's Procurement Rules, which by this reference are hereby incorporated herein.

4. Nondiscrimination.

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical or mental handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment

practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.3 Full cooperation in Paragraph 4.2 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.4 Failure to perform under this section constitutes a material breach of the contract.

## 5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed services.

5.2 In addition to ARRC's right to cancel this contract for its convenience, ARRC may, by written notice of default to Contractor, terminate the contract in whole or in part in the following circumstances:

(1) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(2) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(3) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages

as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

8. Payment of Taxes. As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by ARRC under this contract.

9. Ownership of Work Product. Except for items that have preexisting copyrights, all exhibits, drawings, plans, specifications, notes, reports, data, recommendations, artwork, memoranda and any other information prepared or furnished by Contractor to ARRC in the performance of this contract (collectively "Work Product") shall become the property of ARRC and may be used by ARRC for any other purpose without additional compensation to the Contractor. Contractor hereby grants ARRC an irrevocable, perpetual, royalty-free, fully assignable license (with full sublicense rights) to use all proprietary and confidential information and other intellectual property that may be incorporated into any of Contractor's Work Product for ARRC. Should ARRC elect to reuse said Work Product, ARRC shall indemnify, hold harmless and defend Contractor and its subcontractors against any damages or liabilities arising from said reuse. When Work Product produced by the Contractor and its Subcontractors under this Contract are reused by ARRC, the Contractor's and Subcontractor's signatures, professional seals, and dates shall be removed. If such Work Product requires professional signature and seal, it will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for the new project for which such Work Product is being reused.

Contractor hereby represents and warrants to and for the benefit of ARRC and its successors and assigns that no part of its work product for ARRC will infringe any patent rights or copyrights or utilize any proprietary, confidential or trade secret information or other intellectual property for which Contractor does not have the unqualified right to grant ARRC the license and sublicensing rights referred to above. Contractor shall defend, indemnify and hold harmless ARRC, its successors and assigns, and their respective representatives, agents and employees from and against, any and all claims, defenses, obligations and liabilities which they may have or acquire under or with respect to any patent, copyright, trade secret, proprietary or confidential information, or any other form of intellectual property that may be asserted by Contractor or any other person which arises out of, results from or is based upon the manufacture, use or sale by ARRC or any of its successors or assigns of any of Contractor's work product for ARRC. ARRC shall have the right to select its legal counsel and control its defense in any litigation resulting from any such claim.

10. Governing Law. This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.



11. Alaska Executive Branch Ethics Act Requirements. No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with ARRC employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

- (1) there is no violation of any law or generally accepted ethical standards;
- (2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;
- (3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and
- (4) public disclosure would not embarrass ARRC.

ARRC may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

12. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

13. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, ARRC may terminate this contract without liability

and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.

14. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications and other items and services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, re-perform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to re-perform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

15. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract. Contractor shall honor all guarantees and warranties offered by the manufacturer of the equipment, goods, materials or other supplies provided under this contract. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

16. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

17. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

17.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's

liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

17.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17.4 Professional Liability (E&O) Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Limits required are per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

18. ARRC's Rights Not Waived by Payment. No payment made by ARRC shall be considered as acceptance of satisfactory performance of Contractor's obligations under this contract. Nor shall any payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

19. Nonwaiver. A party's failure or delay to insist upon strict performance of any of the provisions of this contract, to exercise any rights or remedies provided by this contract or by law, or to notify the other party of any breach of or default under this contract shall not release or relieve the breaching or defaulting party from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right to insist upon strict performance of this contract or any of the rights or remedies as to any subject matter contained herein; nor shall any purported oral modification or rescission of this contract operate as a waiver of any of the provisions of this contract. The rights and remedies set forth in any provision of this Agreement are in addition to any other rights or remedies afforded the non-breaching or non-defaulting party by any other provisions of this contract, or by law.

20. Savings Clause. If any one or more of the provisions contained in the contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Headings. The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

22. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or

otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

23. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

24. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.

25. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.

26. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

27. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

28. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

29. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

30. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.

31. Observance of Rules. The contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work.

32. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

33. Entire Agreement. This contract represents the entire and integrated agreement between ARRC

and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

34. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

35. Reasonable Best Efforts. Subject to the terms and conditions herein provided, Contractor agrees to use all commercially reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to complete the work contemplated by this Agreement.