



ALASKA RAILROAD CORPORATION

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July 14, 2025

**Addendum Number 4**

**RFP 25-40-213337 Signal Engineering Design Services**

**Closing Date: ~~07-18-2025~~ 07.21.2025**

**This addendum is issued to provide information as follows:**

The referenced solicitation closing date has been extended to Monday, July 21, 2025.

**Bidder's Questions:**

1. Design Services only: Would it be possible to obtain an estimated forecast for the number of annual design projects?

ARRC cannot guarantee a specific number of annual design projects. Work under this contract will be on an as-needed basis, as described in the Statement of Work (Section A).

2. Design Services only: Will the design services portion of the contract preclude the design contractor from bidding on future crossing/wayside projects?

While award of this design services contract does not automatically preclude a firm from bidding on future construction or signal projects, contractors currently serving as suppliers of proprietary signal equipment to ARRC may be excluded from participation due to potential organizational conflicts of interest (OCI). As outlined in the Federal Transit Administrations Third-Party Contracting Guidelines (2 CFR 200.319(b)), contractors who have developed or influenced specifications or who supply proprietary systems may be considered to have impaired objectivity or unfair competitive advantage. Eligibility will be determined on a case-by-case basis in accordance with federal conflict-of-interest standards and ARRC's internal procurement policies.

3. Design Services only: Please clarify the DBE requirements as it pertains to engineering services, section 20, page 48. Is this in fact a requirement for this contract?

This RFP does not establish a mandatory DBE goal. ARRC operates under a race-neutral DBE program and encourages DBE participation. The ARRC aspires to a 4.0% overall DBE participation goal on DOT-funded projects, but no DBE goal applies specifically to this design services contract.

4. Design Services only: Please clarify the Buy America requirements as it pertains to engineering services. Sections 21, 22, 23, and 24, pages 48-55. Is this in fact a requirement for this contract?

Buy America clauses referenced primarily apply to material procurement and construction, not design-only services. While the clauses are included for compliance if any federally funded work leads to procurement of physical goods, they do not directly apply to this professional services contract.

5. Design Services only: Federal Experience will this require the contractor to deal directly with the state & federal agencies or would this fall under the Consulting services piece?

Consultants are not expected to directly interface with federal or state agencies unless specifically requested by ARRC. Federal experience is evaluated to assess a firm's familiarity with regulatory and funding environments, not to require agency interaction as part of design services.

6. Design Services only: Will the design services firm be required to have a field presence for field surveys, system cutover support and technical support?

Yes. As stated in the Scope of Work, the consultant may be required to perform field surveys, system cutover support, and technical support, sometimes in remote locations. ARRC will arrange transportation for inaccessible areas when needed.

7. Intellectual Property Would ARRC consider modifying Article 9 Ownership of Work Product?

ARRC's intellectual property terms in Section E, Article 9 are not negotiable unless exceptions are

clearly listed and submitted with the proposal. Per solicitation instructions, exceptions not submitted with the proposal will render it non-responsive.

8. Would ARRC consider a mutual waiver of consequential damages?

ARRC does not permit mutual waivers of consequential damages by default. Any proposed modifications must be included as exceptions in the proposal submittal and will be considered under ARRCs review process. Proposals with such modifications risk being deemed non-responsive if not preapproved.

9. Would ARRC consider modifying Article 6 of the General Terms and Conditions to allow Contractor to assign to affiliates?

Article 6 does not allow assignment or delegation without prior written approval. Proposers may request modification with clear language (e.g., allowing assignment to affiliates with notice), but such requests must be submitted with the proposal as exceptions.

10. Would ARRC consider modifying the Rights and Remedies of Contractor?

Contractor remedies and dispute resolution are governed by ARRCs Procurement Rules. Arbitration provisions such as those proposed (e.g., ICC in New York) are not permitted unless formally requested as exceptions in the proposal and approved in writing by ARRC.

11. Please confirm if there is a DBE goal and if the goal applies to Design Services Only.

There is no specific DBE goal for this contract. ARRCs DBE program is race-neutral, and DBE participation is encouraged but not required for engineering design services under this solicitation.

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Please acknowledge receipt of this and all addendums in your firm's Service Bid Form (Form 395-0129). Please direct all responses and/or questions concerning this solicitation to Candice Graham, via email [GrahamC@akrr.com](mailto:GrahamC@akrr.com).

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Respectfully,

Candice Graham  
*Contract Administration Specialist*