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November 26, 2025

**ADDENDUM NO. 04
RFP 00002649**

FOR

Streetcar Vehicles, Parts and Tools

Responses Due: January 30, 2026

By: 4:00 pm

This Addendum provides changes to the specifications for the above-entitled project to be considered by each respondent. Any changes made by this Addendum to said specifications offset only the portion of the words or paragraphs specifically mentioned herein, and the balance of the specifications remain in full force. It is the responsibility of all respondents to conform to this addendum.

This Addendum shall:

1. Add/delete the following language from the solicitation document RFP00002649 Proposal Response Packet Streetcar Vehicles Parts and Tools. New language is in **bold and underline** and deleted language is in ~~strikethrough~~.

Proposal Page Limit is 100 Pages

Proposals must be clear, succinct, and not exceed 400- **250** pages. Not all parts of the proposal are included in the page limit. [The Proposal Checklist in Section 8](#) of this document lists which parts are included in the page limit.

The following items from Package 2 – Technical Proposal are excluded from the page count. All other requirements within each section will be applied to the overall page count:

- i. **Resumes - required within Section d. Qualifications, Requirement 3. Staffing Plan and Resumes**
- ii. **Subcontractor Relevant Experience - required within Section d. Qualifications, Requirement 4. Subcontractors**
- iii. **Section e. Delivery and Production Schedule**

iv. **Section h. Detailed Information Requirement 1. System Suppliers**

2. Add/delete the following language from the solicitation document RFP00002649 Proposal Response Packet Streetcar Vehicles Parts and Tools. New language is in **bold and underline** and deleted language is in ~~striketrough~~.

Package 3 – Corporate Responsibility

c. Sustainable Business Practices

1. ~~List the top three actions/ongoing practices your firm has implemented to ensure you provide opportunities for, and remove barriers to, employment in your workforce for everyone, including women and people of color, at all levels of your firm (e.g., upper management, middle management and lower level management).~~
 1. **List the top five actions/ongoing practices your firm has implemented to reduce the environmental impacts of your operations (for example, energy efficiency, use of recycled content or non-toxic products, use of public transit or alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.).**
3. Delete Attachment D – Sample Contract in its entirety and replace it with Updated Attachment D – Sample Contract.

Items to note that were updated:

- a. References to the term “Unit” within the Contract were updated to “unit” as a definition is not provided.
- b. For the following, new language is in **bold and underline** and deleted language is in ~~striketrough~~.

SECTION 1: DEFINITIONS

“Milestone”(*) means a specified milestone date in the Contract by which the Contractor is required to complete a designated portion or segment of the Work. “Milestone” includes but is not limited to dates established for ~~S~~ **substantial C**ompletion of all or a designated portion or segment of the Work.

- c. For the following, new language is in **bold and underline** and deleted language is in ~~striketrough~~.

SECTION 2 ORDER OF PRECEDENCE

Order of Precedence.

In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the

conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor's hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties' obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Exhibit E, Federal Requirements
3. Master Terms and Conditions
4. Exhibit A, Contractor's Price
5. Change Orders
6. Exhibit B, Statement of Work
7. Exhibit C, Technical Specification
8. Exhibit D, City RFP/Bid # _____
9. Exhibit F, Contractor's Proposal
10. Exhibit G - Sample Documents:
 - a. **G-2 Certificate of Acceptance.**
 - b. **G-3 Change Order**
 - c. ~~Attachment S, Sample Software Escrow Agreement, see 5.15, Software Escrow Account~~
 - d. ~~Shipping Release referenced as part of the Sample SCV Forms?, see 8.4.2 Shipment Authorization~~
 - e. ~~Certificate of Title form referenced as part of the Sample SCV Forms?, see 8.4.7.1 Conditional Acceptance of SCV~~
 - f. ~~Notice of Non-Acceptance, see 8.4.7.3 Non-Acceptance~~

- d. For the following, new language is in **bold and underline** and deleted language is in ~~strikethrough~~.

Section 3.3.1. Amendment of the Contract

Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Contract unilaterally, such as extending ~~option~~ years and increasing compensation. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.

4. Respond to questions received up to November 25, 2025 for this RFP in the table below.

No.	QUESTION AND ANSWER
1	<p><u>QUESTION:</u></p> <p>Currently there are two OMFs that serve Portland Streetcar Inc current operations. Please confirm if the warranty service for the Streetcars will be performed in these OMFs. Are there any plans to build any new OMF, in addition to those two, for the warranty & maintenance activities of the new Streetcars to be procured?</p> <p>Reference: Attachment D – Sample Contract pg 37 of 56 Section 7. Warranty</p> <p><u>ANSWER:</u></p> <p>Warranty service will be performed in the current OMF</p>

Please direct all questions and concerns to Kristina Kolata, Senior Procurement Specialist at 971-509-0713.

End of Addendum



Sylvester Donelson, Jr., Chief Procurement Officer

bt :kmk