



ADDENDUM IV

SUBJECT: Formal Invitation for Bid (IFB 6100010022), SAPD Single Engine Turbine Helicopter: Scheduled to Open: April 23, 2018; Date of Issue: April 2, 2018

FROM: Paul J. Calapa
Procurement Administrator

DATE: July 3, 2018

THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. REVISE: Section 004 – Specifications, 4.2 GENERAL REQUIREMENTS, subsection 4.2.15, Warranty, is revised as follows:

4.2.15 Warranty. The helicopter and all optional equipment manufactured by the helicopter manufacturer shall be covered by a warranty until the unit reaches at least 3 years/2000 hours with 1 year of labor on the airframe and 3 years/2000 hours on the engine excluding labor and shipping, whichever occurs first, after acceptance. The warranty period shall commence on the date and time the SAPD accepts the completed aircraft. The acceptance shall be in writing, dated and signed by the SAPD Helicopter Detail Supervisor or Traffic Captain, and shall identify the helicopter being accepted. The warranty shall cover transportation, materials, parts and equipment, including repair or replacement for defective parts or faulty installation. The Vendor shall include a copy of the helicopter's warranty in their bid submission.

2. REVISE: Section 004 – Specifications, 4.2 GENERAL REQUIREMENTS, subsection 4.2.4 is revised as follows:

4.2.4 City will pick up Helicopter either via an acceptance flight and return flight to San Antonio, Stinson Airport, by two San Antonio Police Department Helicopter Detail members or freight truck as determined by the San Antonio Police Helicopter Detail.

3. ADD: The following new subsections are added to Section 4.3 Product Specifications per Helicopter, 4.3.3 Standard Avionics:

- 4.3.3.7 Transponder GMA350HGarmin – Provide as loose equipment
- 4.3.3.8 Audio Transponder GMA350H Garmin – Provide as loose equipment

4. REVISE: The following subsections in Section 4.3 Product Specifications per Helicopter, 4.3.5 Mission Equipment, are revised as follows:

- 4.5.10 SX-16 Enhanced complete with spectrolink
- 4.5.11 Mount, SX-16 Enhanced A-Frame Meeker

5. REVISE: The following subsection in Section 4.3 Product Specifications per Helicopter, Subsection 4.3.6 Avionics, is revised as follows:

- 4.3.6.13 Transceiver, 800 MHZ /XG-100/Harris radio provided by SAPD will not be wired in at delivery.

6. REVISE: Section 4.4 Trade-In Credit, subsection 4.4.2 is revised as follows:

4.4.2 The helicopter offered for trade-in:

DESCRIPTION

2006 Model Eurocopter – AS350B3 Helicopter

Serial No: 4101

Total Time: 2163 – (As of March 2018 and subject to change due to ongoing use).

- a. Total Flight hours at the time of Vendor acceptance are Not-To-Exceed (NTE) 2,470 hours airframe total time.
- b. Hours flown in excess of the NTE limit 2,470 (to 2,570 TT) shall reduce the aircraft trade credit value by \$425.00 per exceeded hour flown.
- c. Hours flown in excess of 2,570 airframe total time shall reduce the trade-in credit by \$900 per exceeded hour flown.

7. ADD: The following sentence is added to Section 004 – Specifications, Subsection 4.5 REIMBURSABLE TRAVEL EXPENSES:

City will bill and Vendor will reimburse travel expenses at the actual rate paid at the time of booking for airfare, hotel stay, and rental car, including any applicable taxes, in amounts not to exceed the prices listed on the Attachment A – Price Schedule.

8. ADD: The following sentence is added to Section 004 – Specifications, Subsection 4.6 TRAINING PER AIRCRAFT:

Training prices for the courses are maximum or not-to-exceed prices. If the actual training rate in that year is lower, then Vendor shall bill SAPD the lower rate.

9. REVISE: Section 006 – General Terms & Conditions, Failure to Deliver, is revised as follows:

Failure to Deliver. When delivery is not met as provided for in the contract by no fault of the Vendor and Vendor is unable to remedy such delay within two (2) months, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor.

10. ADD: The following is added to the last paragraph of Section 006 – General Terms & Conditions, Payment by City:

Vendor's price stated on the Price Schedule shall be deemed a maximum price. The City should benefit from any price decreases and Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor.

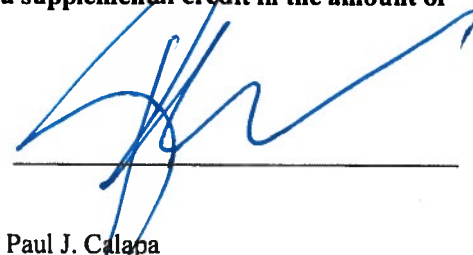
11. ADD: The following is added to the end of Section 006 – General Terms & Conditions, Ownership of Documents:

Notwithstanding the preceding and to the extent permitted by law, any Vendor owned intellectual property or proprietary information which is so marked must be maintained as confidential by the City.

12. Vendor hereby retracts any and all statements and references to Vendor's:

- a) Advisement against the use of the Goodrich Hoist STC (SR01954LA), 500 lb. electrical;
- b) Request for SAPD to waive liability and fully indemnify Vendor against losses and/or damages related to the use of the Goodrich Hoist STC; and
- c) Exceptions to Section 006 – General Terms & Conditions, Rejection of Disclaimers of Warranties & Limitations of Liability.

13. CHANGE: Vendor acknowledges and agrees that the revised specifications (Items 1 and 2 of this Addendum IV) result in a cost savings to the City and hereby agrees to reduce the Total Helicopter price by \$231,598.00 , (Airframe extended warranty - \$45,176.00, Engine extended warranty - \$181,500.00 and Ferry flight to San Antonio - \$4,922.00). In addition, vendor will provide the City a supplemental credit in the amount of \$48,720.00 toward the Trade-In Credit option in Section 4.4.



Paul J. Calapa
Procurement Administrator
Finance Department-Purchasing Division

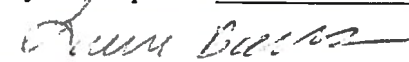
Acknowledged and Agreed:

Date 10 July 2018

Company Name Airbus Helicopters, Inc.

Address 2701 N. Forum Drive

City/State/Zip Code Grand Prairie, TX 75052


Signature Laura Bowers
Director of Offers and Contracts

Finance Department, Purchasing Division
PO Box 839966 ♦ San Antonio, TX 78283-3966 ♦ Tel: 210-207-5734

