



## **ADDENDUM IV**

**SUBJECT:** Request for Offer (RFO No. 6100015694), SAPD – Annual Contract for Purchase of Single Turbine Engine Airbus H125 Helicopters, Scheduled to Close: January 18, 2023; Date of Issue: December 12, 2022.

**FROM:** Jennifer Johnson  
Procurement Administrator

**DATE:** April 5, 2023

### **THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV - TO THE ABOVE REFERENCED REQUEST FOR OFFER**

#### **THE ABOVE MENTIONED RFO IS HEREBY AMENDED AS FOLLOWS:**

1. **Progress Payments.** Any and all references to progress payments are hereby deleted. Parties agree with regard to the payment structure, Airbus Helicopters, Inc., (AHI) shall invoice and City shall pay within 30 days after final acceptance and delivery of each aircraft.
2. **Warranty.** The City is electing not purchasing the additional 500 hours and full labor/shipping coverage itemized in Section 5.1 Pricing Preamble in AHI's Offer. Parties agree City's RFO No. 6100015694, Section 005 – Supplemental Terms & Conditions, Rejection of Disclaimers of Warranties & Limitations Of Liability, is deleted in its entirety, and warranty is limited as defined in Exhibits H & I of AHI's Offer.
3. **Trade-In Credit.** The trade-in credit offered by AHI for each of the EC120B aircraft for the 2024 and 2026 EC120B trade-ins are subject to an assessment of the current market rate and agreement of the parties. AHI agrees that twelve months prior to the new, completed H125 deliveries AHI will work mutually and equitably with SAPD to issue an accurate and factual trade-in credit value for each aircraft. In each case, provided the aircraft are in airworthy condition, the trade-in credit shall not be less than the liquidation value provided.
4. **Configuration.** In RFO Section 4.4, CNC Technologies H125 Airborne System, the two-year extended 24/7 service and support warranty on the CNC Downlink Equipment is added, and the following item quantities are revised from a quantity of 2 each to 1 each:
  - 4.4.22 One Each -Wescam MX10- Electro optic narrow day TV camera
  - 4.4.23 One Each -Wescam MX10 - Lowlight continuous zoom TV
  - 4.4.24 One Each -Wescam MX10 - Geo package data with built-in GPS
  - 4.4.25 One Each -Wescam MX10 - Image-Fusion-10 Image Fusion Fuse IR and EO Imagery
  - 4.4.27 One Each -Wescam MX10 – Connector cable kit

In addition, for purposes of clarification the City is electing to purchase only one 17” monitor as specified for Additional Avionics in section 4.3.6.19 and agrees the monitor for placement is Model MB17W. (MTS). The City is not electing to purchase an additional monitor as loose equipment.

5. Parties agree City’s RFO No. 6100015694, Section 006 – General Terms & Conditions, Failure to Deliver, is revised to read: When delivery is not met as provided for in the contract by no fault of the Vendor and the 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. In addition, Vendor may be removed from City’s list of eligible bidders.
6. Parties agree City’s RFO No. 6100015694, Section 006 – General Terms & Conditions, Ownership of Documents, is revised to add at the end of the section: Notwithstanding the preceding, any Vendor owned intellectual property or proprietary information which is so marked must be maintained as confidential by the City; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order.
7. Unless otherwise stated above, the “AHI Comments” in AHI Offer Section 4, Airbus H125 Compliance Matrix, are hereby accepted.
8. Parties agree Exhibit A, AHI Terms and Conditions, Paragraph 14 – LIABILITY, in AHI’s Offer is deleted in its entirety and any applicable SaaS subscriptions shall not automatically renew beyond the term of City’s RFO No. 6100015694. Otherwise, the AHI Terms and Conditions, attached as Exhibit A to AHI’s offer, are applicable as supplementary to the City’s RFO No. 6100015694, including all exhibits, attachments and addendums thereto. The City’s RFO No. 6100015694 will take precedence over the Exhibit A, AHI Terms and Conditions.

Regardless of any other provision or other license terms which may be issued by AHI after the effective date of this contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap/click-through), the terms and conditions set forth in this contract shall supersede and govern the license terms between City and AHI.

In the event that conflicting or additional terms in Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over the terms of this contract.

9. Revised: For purposes of clarification, parties agree Airbus Helicopters, Inc. Price Schedule (RFO Attachment C – Price Schedule) is revised as follows:

Page 36 of 41, First & Second Progress Inspections – Travel Expenses. Travel Costs:

- “Hotel per Person” is 18 nights (a total of 6 people for 3 nights each) at \$98.00 per night.
- “Car Rental” is 4 cars for 3 days at \$85.00 per car per day.
- “Travel Cost Total” is \$6,907.00.

Page 36 of 41, Third Progress Inspections – Travel Expenses. Travel Costs:

- “Car Rental” is 3 cars for 3 days at \$85.00 per car per day.

Page 38 of 41, Recurrency Flight Training Courses for 20 Students 1-12 Months After Delivery of Helicopter.

- “Extended Price” is \$267,340.00 (20 Ground & Flight 3-Day Courses at \$13,367.00 per course).

Page 38 of 41, Recurrency Flight Training Courses for 20 Students 12-24 Months After First Delivery of Helicopter. Travel Costs:

- “Car Rental” is \$138.00 per car per day (10 cars for 4 days).
- “Travel Cost Total” of \$38,600.00 remains unchanged.

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- Section B.1, “Year 2023-Total Training Cost” is \$565,846.00.
- Section D.1, “Year 2023 Total Bid” is \$7,586,175.00.
- Section D.2, Year 2024 Training is \$599,662.00.

  
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Jennifer Johnson  
Procurement Administrator  
Finance Department-Purchasing Division

**ACKNOWLEDGED AND AGREED:**

Date 4/20/2023

Company Name Airbus Helicopters, Inc.

Address 2701 N Forum Dr

City/State/Zip Code Grand Prairie, TX 75052

  
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Signature

JJ/aas