
File ID: 2024-01887

11/19/2024

Contract Amendment: Purchase of Key Hose Equipment [Published for 10-Day Review 11/08/2024]

File ID: 2024-01887

Location: Citywide

Recommendation: Accept and publish for review a **Motion:** 1) increasing the not-to-exceed contract amount to \$1,140,000 for Key Hose equipment with Allstar Fire Equipment, Inc.; 2) exercising the first of two one-year options to extend the contract duration for an additional year through February 3, 2026; 3) suspending competitive bidding by a two-thirds vote of the City Council in the best interests of the city; and 4) authorizing the City Manager or City Manager's designee to execute the contract amendment as specified.

Contact: Jakob Pelk, Assistant Chief, (916)808-2280, jpelk@sfd.cityofsacramento.org, Fire Department

Presenter: None

Attachments:

1-Description/Analysis

2-Allstar Fire Equipment Inc. Contract Supplemental

Description/Analysis

Issue Detail: The Department is requesting council approval to execute a supplemental agreement to the existing contract with Allstar Fire Equipment, Inc. for Key House equipment.

In December of 2021, Fire Department staff received sole-source purchasing approval by City Procurement to execute a contract with Allstar Fire Equipment for Key Hose Equipment under the justification that Allstar Fire Equipment is the sole authorized distributor of municipal firehose equipment and warranty center for all Key Hose products for the State of California. Allstar Fire Equipment remains the sole distributor. Key Hose is the sole manufacturer of firehoses that can meet all the specifications, which allow the Fire Department to continue to provide fire-suppression response in our urban environment and connect properly to water sources throughout the City. Key Hose remains the sole manufacturer.

The Fire Department currently has a fully executed contract with Allstar Fire Equipment, valid through February 3, 2025, with a not-to-exceed \$490,000. To date, a total of \$456,843.79 has been expended, with a remaining balance of \$33,156.21 on the contract for the remainder of the current contract period. Staff recommends amending the current total not-to-exceed amount from \$490,000 to \$1,140,000 to maintain sufficient funding for the Fire Department to make purchases as necessary for the continuation of fire suppression services for the remainder of the present agreement and the two additional years requested herein without interruption in service. This contract includes language to extend the contract period with two one-year extensions through February 3, 2027, and staff are recommending increasing the not-to-exceed amount to allow purchasing to continue throughout the possible contract period while exercising the first option to extend the contract for an additional year through February 3, 2026.

Policy Considerations: The initial contract was executed under City of Sacramento Charter 3.56.080 - Authority of City Manager- Subject to the availability of funds and the procedures set forth in this chapter, the city manager is authorized to bind the city, by written contract or purchase order, involving an expenditure under \$250,000 in any one transaction, without first advertising or obtaining specific authorization by the city council, for the purchase of supplies or nonprofessional services for the city.

This council report requests an increased not-to-exceed amount requiring council approval per Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d), which mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on November 08, 2024, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: Ongoing administrative maintenance activities, such as purchases of supplies, equipment or materials which are not made for purposes of a public construction project, do not constitute a "project" and are exempt from the California Environmental Quality Act (CEQA) CEQA Guidelines, Section 15061(b) (3), 15378(b) (2).

Sustainability: Not Applicable.

Commission/Committee Action: Not Applicable.

Rationale for Recommendation: The Sacramento Fire Department's Logistics Division identified needs for new hoses to meeting safety standards after conducting hose testing throughout the department. The hoses are a vital piece of equipment for Fire services to the community.

Financial Considerations: Sufficient funding is available in the Fire Department's Fiscal Year (FY) 2024/25 operating budget to make purchasing through June 30, 2025.

Purchases made after June 30, 2025 on this contract are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Allstar Fire Equipment is not an LBE. The minimum LBE participation requirement is waived by the City Manager or the City Manager's designee as the City has suspended competitive bidding and utilized an alternate procurement method to select a vendor (s) in the best interests of the City.

SUPPLEMENTAL CONTRACT

Project Title and Job Number:
Purchase Order #:

Date: 10/24/2024
Supplemental Contract No.: 02

The City of Sacramento ("City") and Allstar Fire Equipment, Inc. ("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Contract Number PRC001740, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

The parties herby exercise the first of their two possible one-year options to extend the duration of the Agreement, which is extended for additional one-year period expiring February 3, 2026. All other terms and conditions remain unchanged.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased/decreased** by \$650,000.00, and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$240,000.00</u>
Net change by previous supplemental contracts:	<u>\$250,000.00</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$490,000.00</u>
Increase/decrease by this supplemental contract:	<u>\$650,000.00</u>
New not-to exceed amount including all supplemental contracts:	<u>\$1,140,000.00</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

SUPPLEMENTAL CONTRACT

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Mark A. Preisendorf
Mark A. Preisendorf (Oct 24, 2024 16:06 PDT)

Title: Northern California Branch Administrator

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Gary P. Lindsey, Jr.
Gary P. Lindsey, Jr. (Oct 29, 2024 12:21 PDT)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: