



COUNTY OF LOS ANGELES FIRE DEPARTMENT



BOARD OF SUPERVISORS

KATHRYN BARGER, CHAIR
FIFTH DISTRICT

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

LINDSEY P. HORVATH
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

ANTHONY C. MARRONE
FIRE CHIEF
FORESTER & FIRE WARDEN

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

*"Proud Protectors of Life,
the Environment, and Property"*

April 1, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION FOR THE ACQUISITION OF SEVENTEEN PIERCE ENFORCER TRIPLE COMBINATION ENGINES (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting the Board of Supervisors (Board) approval for the acquisition of 17 Pierce Enforcer Triple Combination Engines (Engines) from South Coast Fire Equipment at an estimated cost of \$1,107,687 each, for a total of \$18,830,679, and an estimated cost of \$500,000 for potential upcharge for the California Air Resources Board's (CARB) emission fee for the Engines.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve the District's request to authorize the Internal Services Department (ISD), as the County's Purchasing Agent, to proceed with the solicitation and acquisition of capital asset items in excess of \$250,000, which consists of 17 Pierce Engines.
2. Delegate authority to the County's Purchasing Agent to accept the Proposal for Furnishing Fire Apparatus (Enclosure A) and sign the Addendum to the County of Los Angeles Terms and Conditions (Enclosure B).

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK
INDUSTRY

INGLEWOOD
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWNDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
VERNON
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

3. Approve an estimated amount of \$500,000 for potential upcharge for the CARB emission fee for the Engines due to 2027 CARB compliance requirements. South Coast Fire Equipment will not know the exact cost increase for the CARB emission fee until July 2025.
4. Find that these purchases are exempt from the provision of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The National Fire Protection Association (NFPA) recommends a 20-year replacement plan for Pumpers, consisting of a 15-year front-line service and five years of reserve service. Pumper apparatus carry 500-gallon water hose and pump to suppress structural and wildland fire along with providing emergency medical response capabilities. Acquiring these apparatuses will allow the District to comply with NFPA standards. Deliveries are expected to begin in FY 2025-2026.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan North Star 3 Realize Tomorrow's Government Today, and Focus Area Goal C. Equity-Centered Policies and Practices.

FISCAL IMPACT/FINANCING

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services.

The purchase of the 17 Pierce Engines, including the CARB emission fee upcharge, will be funded by the District. Sufficient funding is available in the District's Vehicle Accumulated Capital Outlay Fund's FY 2024-2025 Final Adopted Budget to cover the estimated cost of \$18,830,679 for the Engines and the potential cost of \$500,000 for the CARB emission fee upcharge.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, the Board adopted a policy whereby departments must obtain Board approval to purchase or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisitions to the County's Purchasing Agent.

Los Angeles County Code, Section 2.81.950(C), provides that the County's Purchasing Agent may award on the basis of a prior bid or last price if the conditions of purchase are similar.

ENVIRONMENTAL DOCUMENTATION

The acquisitions are exempt from the CEQA as they will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061 (b)(3) of the State of California CEQA guidelines.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through and accomplished by the County's Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The apparatuses will enhance the District's ability to protect lives, the environment, and property in a safe, more efficient, and cost-effective manner.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office
Attention: Amy Lozano, Executive Assistant
1320 North Eastern Avenue
Los Angeles, CA 90063
Amy.Lozano@fire.lacounty.gov

Internal Services Department Purchasing & Contracts Service
Attention: Ted Lo, Section Manager
1100 North Eastern Avenue, Suite 102
Los Angeles, CA 90063
TLo2@isd.lacounty.gov

The District's contact may be reached at (323) 881-6174.

Respectfully submitted,



ANTHONY C. MARRONE, FIRE CHIEF

ACM:st

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Internal Services Department

PROPOSAL FOR FURNISHING FIRE APPARATUS

November 11, 2024

Los Angeles County Fire Department
1320 N. Eastern Ave
Los Angeles, CA 90063

SOUTH & COAST FIRE EQUIPMENT

The undersigned is prepared to provide for you, our customer, upon an order being placed by you, for final acceptance by South Coast Fire Equipment, Inc., at its corporate office in Corona, California, the apparatus and equipment herein named and for the following prices:

	Each	Extension
Seventeen 17 Pierce Enforcer Triple Combination Engines Per Sourcewell Contract # 113021 Bid 259	\$ 1,004,695.00	\$ 17,079,815.00
Sales Tax @ 10.250%	\$ 102,981.24	\$ 1,750,681.08
APPARATUS COST WITH TAX	\$ 1,107,676.24	\$ 18,830,496.08
Performance Bond Not Required	\$ -	\$ -
California Tire Fee	\$ 10.50	\$ 178.50
Consortium Fee Not Applicable	\$ -	\$ -
TOTAL PURCHASE PRICE	\$ 1,107,686.74	\$ 18,830,674.58

The above proposal price shall be valid until 12/30/24 or extended in writing by South Coast Fire Equipment.

If the customer so desires to purchase the Product described in the Proposal and the attached specifications, prior to the expiration date listed above, the Customer shall sign and return this proposal. The Customer can then provide their choice of document for entering into the agreement by providing a Purchase Order, or signing a Contract with South Coast Fire Equipment, 3150 Palisades Dr. Corona, CA 82878 as the seller.

Payment Terms - Payment is due of the Total Purchase Price at time of delivery. Changes to the specifications since the time of order can added to the Total Purchase Price or invoiced on a separate invoice. The final sales tax amount will be determined at time of delivery based on the tax rate at that time. An increase or decrease in cost will be reflected on the final invoice.

If the customer would desire to pay for the apparatus within 15 days of the purchase order being accepted the Total Purchase Price would be reduced to \$18,830,674.58. The buyer must make the payment within 15 days to obtain the full discount. Payments not received with in the 15 days are subject to an adjustment to the Total Purchase Price for the prepayment.

Said apparatus and equipment are to be built by the manufacturer and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, inability to obtain labor, supplies or manufacturing facilities, epidemics, acts of God, or causes beyond our control not preventing, delivery would be 24-26 months after receipt of this order and acceptance thereof at our office in Corona, California, and deliver to you at County of Los Angeles

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing (www.bls.gov Series ID: WPUID6112) ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order (Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The Seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order without charge if the updated price is not accepted.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Force Majeure - South Coast Fire Equipment shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the seller's and manufacturer's control and make the seller's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of the clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment (SCFE) may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Manufacturer; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. SCFE endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by SCFE upon sale of the Product to another purchaser, plus any costs incurred by SCFE to conduct any such sale.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from the specified date, the right is reserved to withdraw this proposition.

Respectfully Submitted,
South Coast Fire Equipment, Inc.

Adrian Beyer
Sales Representative

I, _____ authorized representative of _____ agrees to purchase the proposed product(s) and agree to the terms and conditions of this proposal and the specifications hereto attached.

Signature: _____
Title: _____ Date: _____

ADDENDUM TO THE COUNTY OF LOS ANGELES' TERMS AND CONDITIONS: RFQ-IS-25000245.

This Addendum to RFQ-IS-25000245 ("Addendum") is made and entered into as of **July 11, 2024** by and between County of Los Angeles Fire Department and South Coast Fire Equipment. This Addendum amends, modifies, and supplements the County of Los Angeles Terms and Conditions provided under this solicitation no. RFQ-IS-25000245.

RECITALS

WHEREAS, the parties hereto wish to amend, modify and supplement certain terms and provisions of the Agreement as further described below:

1. Page 4, Section 2.6 – WARRANTIES:

Vendor must, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor must also reimburse County for any costs incurred as a result of defect(s). The term of this warranty must be as set forth in the Award, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

AMEND TO ADD: Provided vehicle warranties start when the apparatus leaves the factory.

2. Page 5, Section 2.8 – CANCELLATION:

Unless otherwise specified herein, County may cancel all or part of the Award at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Award may be charged County for cancellation with less than thirty (30) days prior written notice.

REMOVED AND ADD:

Cancellation/Termination: In the event this Agreement is cancelled or terminated by a party before completion, South Coast Fire Equipment may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. South Coast Fire Equipment endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by South Coast Fire Equipment upon sale of the Product to another purchaser, plus any costs incurred by South Coast Fire Equipment to conduct any such sale.

3. Page 5, Section 2.9 – TERMINATION FOR CONVECIENCE:

Any agreement may be terminated, when such action is deemed by County to be in its best interest. Termination will be effected by delivery to Vendor of a notice of termination specifying the extent to which performance of agreement is terminated and the date upon which such termination becomes effective, which must be no less than ten (10) days after the notice is sent. After receipt of a notice of termination, Vendor must submit its termination claim and invoice to County, in the form and with any certifications as may be prescribed by County. Such claim and invoice must be submitted promptly, but no later than three months from the effective date of termination. Upon failure of Vendor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Vendor in respect to termination, and such determination will be final. When such determination is made, County will pay Vendor the amount so determined. Vendor must honor orders accepted on or before the effective date of termination.

REMOVED. AMEND TO REFERENCE SECTION 2.8**4. Page 6, Section 2.13 – TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

Notwithstanding any other provision of this Award, the County will not be obligated for the Vendor's performance hereunder or by any provision of this Award during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Award in the County's Budget for each such future fiscal year. In the

event that funds are not appropriated for this Award, then this Award will terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify the Vendor in writing of any such non-allocation of funds at the earliest possible date.

REMOVED. AMEND TO REFERENCE SECTION 2.8

5. Page 8, Section 2.24 – MOST FAVORED CUSTOMER:

If the Vendor's prices decline or should the Vendor at any time during the term of this Award provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Award, then such lower prices must be immediately extended to the County.

AMEND TO ADD: Goods are specific to LA County and not provided to others within the state of CA.

6. ADD to Page 19- Sample Special Terms and Conditions:

Producer Price Index (PPI) Language: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

IN WITNESS WHEREOF, this addendum has been duly executed and delivered as of the date first above written.

COUNTY OF LOS ANGELES FIRE DEPARTMENT

SOUTH COAST FIRE EQUIPMENT

NAME: Julia Kim

NAME: Adrian Beyer

TITLE: Deputy Chief, Business Operations

TITLE: Sales Representative

DATE: Jul 15, 2024

DATE: 7-11-24

SIGNATURE:  (Jul 15, 2024 09:23 PDT)

SIGNATURE: 

COUNTY OF LOS ANGELES PURCHASING ANALYST

NAME: _____

DATE: _____

TITLE: _____

SIGNATURE: _____