



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Brian Alsbury, Fire Chief
DATE: October 25, 2021
SUBJ: FEMA Grants-SCBA Goods Contract

SUMMARY

February 2021, the City of Warrenton Commission voted to allow the Warrenton Fire Department to apply for a FEMA-AFG 2021 that would include a 5% match to any funds awarded.

Warrenton Fire Department/City of Warrenton was successfully awarded a grant from FEMA-Assistance to Firefighter Grant of \$160,952.38 with a 5% match from the fire department budget. We had asked for \$191,000 to fully equip the department's four apparatus. FEMA cut the award by \$31,000, with the reduction of award, we had to cut a few items from the SCBA(s) that provided some creature comforts. Current quote/spec SCBA(s) will meet and exceed our current aging 2002 spec that we are currently using, even with the creature comfort items that were removed.

Warrenton Fire conducted a two-week trial of two different SCBA(s), the outcome put MSA G1 SCBA's on the top off the list. In 2019, Interim Fire Chief, Ted Ames ordered 30 new MSA SCBA bottles- those bottles are two years old and still have another 13 plus years of life. This was a \$30,000+ purchase. This led the Warrenton Fire Department to award the SCBA purchase to Curtis/MSA since the recently acquired bottles are specific to MSA SCBA(s) only. This will be a Sole Source Procurement item.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the mayor to sign the contract for goods titled, "MSA G-1 SCBA.

ALTERNATIVE

- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

FISCAL IMPACT

Fire Department will budget for this expense in the FY 2021/2022 Budget.

Approved by City Manager: _____

All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

**CITY OF WARRENTON
CONTRACT FOR GOODS**

CONTRACT:

This Contract made and entered into this 26th day of October 2021, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Curtis Tools for Heroes, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS the CITY requires goods which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS CONTRACTOR is able and prepared to provide such goods as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR GOODS: (Title: MSA G1 SCBA)

A. CONTRACTOR shall provide goods for the CITY, as outlined in its attached quote(s) which is by this reference incorporated herein.

B. CONTRACTOR'S obligations are defined solely by this Contract Contractor's bid, quote or proposal, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$187,194.70 for providing the goods herein.

B. The CONTRACTOR will submit a final invoice for all goods provided to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR** CONTRACTOR may submit invoice referencing SCBA via email to ap@ci.warrenton.or.us. CITY pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager, City of Warrenton, CITY, PO Box 250, Warrenton, Oregon, 97146.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Jarrod Mickle-Curtis Tools for Heroes.

6. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

7. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

8. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

9. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

10. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

11. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

12. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

13. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and

expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in the supply of goods pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

14. ORS 279B220, .230 and .235

To the extent they are applicable, the parties incorporate by reference the clauses required by ORS 279B220, .230 and .235.

15. NO THIRD-PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third-party beneficiaries.

16. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

17. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

CONTRACTOR:

BY: _____
Henry A. Balensifer III, Mayor Date

By: _____
Date

Printed Name: _____

Title: _____

ATTEST:

Dawne Shaw, City Recorder Date

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163



Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com
Quotation No. 205123

Quotation

CUSTOMER: Warrenton City Fire Department PO Box 250 Warrenton OR 97146-0250	SHIP TO: Warrenton City Fire Department 225 S Main Ave Warrenton OR 97146	QUOTATION NO. 205123	ISSUED DATE 10/22/2021	EXPIRATION DATE 10/29/2021
		SALESPERSON Jerrod Mickle jmickle@lncurtis.com 541-953-5368	CUSTOMER SERVICE REP Heather Dodge hdodge@lncurtis.com 206-596-7910	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Chief Brian Alsbury	C3681	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Thank you for this opportunity to provide grant budget pricing. Please contact our office for firm pricing at time of order.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	3	EA	10206313 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Quick-Connect	\$3,345.00	\$10,035.00
2	3	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection	\$1,255.00	\$3,765.00
3	3	EA	RBL303 TRUE NORTH	Red L-3 Lite Speed Rit Bag	\$280.00	\$840.00

Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

This pricing remains firm until 10/29/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com
Quotation No. 205123

Subtotal	\$14,640.00
Tax Total	\$0.00
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$14,640.00

[View Terms of Sale and Return Policy](#)

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163



Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com
Quotation No. 205108

Quotation

CUSTOMER: Warrenton City Fire Department PO Box 250 Warrenton OR 97146-0250	SHIP TO: Warrenton City Fire Department 225 S Main Ave Warrenton OR 97146	QUOTATION NO. 205108	ISSUED DATE 10/22/2021	EXPIRATION DATE 10/29/2021
		SALESPERSON Jerrod Mickle jmickle@lncurtis.com 541-953-5368	CUSTOMER SERVICE REP Heather Dodge hdodge@lncurtis.com 206-596-7910	

REQUISITION NO.	REQUESTING PARTY Chief Brian Alsbury	CUSTOMER NO. C3681	TERMS Net 30	OFFER CLASS FR
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F.O.B. SP	SHIP VIA Standard Shipping	DELIVERY REQ. BY
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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	3	EA	10149700-SP MSA	4500/5500 Quick Connect Coupling	\$375.00	\$1,125.00
2	1	PK	10188624 MSA	Washer, 13.5MM Od, 6MM Id, Copper, Sp, 10Per	\$14.25	\$14.25
3	3	EA	96-347-1SS BLUE SPARTAN	CGA 347 Male X MSA Female to Connect to MSA Adapter	\$69.50	\$208.50

Small Business
CAGE Code: 5E720
DUNS Number: 009224163
SIC Code: 5099
Federal Tax ID: 94-1214350

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TF: 800-426-6633
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DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com
Quotation No. 205108

Subtotal	\$1,347.75
Tax Total	\$0.00
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$1,347.75

[View Terms of Sale and Return Policy](#)

Ph: 206-622-2875
 TF: 800-426-6633
 Fax: 253-236-2997
nwsales@lncurtis.com
 DUNS#: 00-922-4163



Northwest Division
 6507 South 208th Street
 Kent, WA 98032
www.LNCurtis.com
 Quotation No. 205074

Quotation

CUSTOMER:
 Warrenton City Fire
 Department
 PO Box 250
 Warrenton OR 97146-0250

SHIP TO:
 Warrenton City Fire Department
 225 S Main Ave
 Warrenton OR 97146

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
205074	10/22/2021	10/29/2021

SALESPERSON	CUSTOMER SERVICE REP
Jerrod Mickle jmickle@lncurtis.com 541-953-5368	Heather Dodge hdodge@lncurtis.com 206-596-7910

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Chief Brian Alsbury	C3681	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

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 Thank you for this opportunity to provide grant budget pricing. Please contact our office for firm pricing at time of order.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	26	EA	G1 4500 SCBA MSA CUSTOM	4500PSIlg G1 Fire Service SCBA, As Below; A-G1FS-442MA2CA2LCR G1 4500# SCBA, With: * CGA Quick Connect Remote Connection * Standard Harness With Chest Strap * Metal Band Cradle * Adjustable Swiveling Lumber Pad w/solid buckle * Solid Cover Left Shoulder Regular Type * Continuous Regulator Hose * Pouch Only Emergency Breathing Support * Left Chest Speaker Module * Pass with Telemetry Right Shoulder * Rechargeable Battery	\$5,248.00	\$136,448.00
2	12	EA	10175708 MSA	45Min 4500# G1 SCBA Low Profile Cylinder, With Air, With Quick Connect Remote Connection	\$1,021.00	\$12,252.00

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 Quotation No. 205074

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	36	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401 This Product Contains Pfas To Reduce The Risk Of Parts Sticking Or Becoming Inoperable.	\$251.00	\$9,036.00
4	2	EA	10158385 MSA	G1 SCBA Charging Station Kit	\$611.00	\$1,222.00
5	26	EA	10083875 MSA	Tag Assy, Electronic Id, M7	\$36.95	\$960.70
6	1	EA	10158407 MSA	Kit, Rfid Reader/Writer, G1	\$540.00	\$540.00
7	55	EA	10158390 MSA	Cylinder Valve Retainer Kit, H-45 4500#, Type 3 Dovetail for low profile cylinders	\$50.95	\$2,802.25
8	55	EA	10149702-SP MSA	4500/5500# Quick Connect Adapter	\$59.00	\$3,245.00
9	1	EA	10197700 MSA	Hub Fire Service, US	\$3,450.00	\$3,450.00
10	12	EA	10144231-SP MSA	Kit, Filter Adapter Assy, G1, Facepiece	\$104.25	\$1,251.00

Small Business
 CAGE Code: 5E720
 DUNS Number: 009224163
 SIC Code: 5099
 Federal Tax ID: 94-1214350

This pricing remains firm until 10/29/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$171,206.95
Tax Total	\$0.00
Transportation*	\$0.00
*(to be added when order ships)	
Total	\$171,206.95

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