

The County anticipates purchasing eight to twelve Phenix TL-2 model or equivalent helmets per year.

Technical Specifications are minimum requirements. Proposals must be for the Phenix TL-2 leather helmet or equivalent meeting/exceeding the technical specifications listed.

Submit information for equivalent requests on or before 08/07/2020 to the Point of Contact listed in Section 2.0 of the ITB. Submit the brand, model, and specifications. A sample for review and evaluation is required for any proposed equivalent brands/models. The County makes the final determination if the equivalent qualifies.

Pricing shall be all inclusive and include vendor sizing assistance and delivery FOB destination.

TECHNICAL SPECIFICATIONS:

1. Top grade leather shell
2. High-temperature thermoplastic dome
3. Closed cell energy impact cap
4. Liner with a fully adjustable comfort pad (nape strap or ratchet)
5. Black Nomex and fire-retardant cotton detachable earlaps
6. NFPA compliant goggles with long strap (ESS FirePro or ATAC)
7. Eight lime-yellow reflective tetrahedrons
8. D-ring on rear brim
9. Weight of 55 oz. or less
10. Colors: red, white, black and flat black
11. Compliant to current NFPA 1971-2018 standard to include required NFPA-compliant goggles and earlaps
12. Bend options: Phenix, Boston, and Colorado or equivalent
13. Chinstrap
14. Custom leather shield:

Firefighter



Lieutenant



Captain



Battalion Chief



Division Chief



Deputy Chief



PRICE REDETERMINATIONS

The contractor may petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations should be made within thirty (30) calendar days of the anniversary date of the contract and only after the contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the contract, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the contract.

- A. Basis for Price Redeterminations. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the contractor should refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the *Statistics Site*. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the contractor’s employees or subcontractors performing work or services pursuant to the contract.
- C. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the contract, including any renewal or extension period thereunder, the contractor may petition for price redetermination for those job categories where the pay to the contractor’s employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The contractor must increase the pay to the employees by the amount the contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The contractor must supply written documentation of any other increase that is beyond the scope and control of the contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.
- D. Fuel Price Redetermination. If the price of fuel increases by a minimum of ten (10%) percent, the contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the contractor will be required to petition for a fuel price redetermination decrease if the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative increase in pay to the contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the Contractor’s operations in connection with the contractor’s performance of the contract.
- E. Materials Price Redetermination. At the anniversary date of the contract, the contractor may

petition the Director of Procurement Services for a materials price redetermination. As a condition of petitioning for a materials price increase, the contractor will be required to petition for a materials price redetermination decrease if the price of materials used by the contractor in connection with the contract decreases. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative increase in pay to the contractor due to any prior materials price redetermination increases. Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “All other miscellaneous leather goods – 3169983169985” as published by the Bureau of Labor Statistics.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).

Current applicable PPI	\$200.50
Base index PPI	<u>- \$179.20</u>
PPI increase dollars	\$21.30
PPI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

- F. Expiration Upon Failure to Agree to Price Redetermination. If the County and the contractor cannot agree to a price redetermination, then the contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the contract. If the contract expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible contractor.

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