

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Air Compressor & Storage System Maintenance & Repair**

Contract Period: October 1, 2023, through September 30, 2025, w/ (2) 1-year options

Original Date of Issue: October 2, 2023

Date of Revision:

BID No: RFB-RC-2023-018

PRC #: 2023009518

Authorized Users: County Agencies, All Political Subdivisions

Address Inquiries To:

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Title: Purchaser II
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Description

This contract is to provide labor, material, and equipment to perform scheduled maintenance, unexpected repair work on Mako Breathing Air module, Compressors and Fill Station

Contract #	Vendor Number	Contractor & Address	Telephone No.
BID 23-018	0000019592	Hudson Valley Fire & Safety Inc. (dba Haight Fire Equipment Supply) 199 Little Britain Road Newburgh, NY 12550 Contact: Rocco Fuschetto RFuschetto@haightfire.com	845-562-6485 FAX: 845-562-6482

COUNTY OF ROCKLAND
 DGS – PURCHASING DEPARTMENT BLDG. A, 6TH FLOOR, 50 SANATORIUM ROAD
 POMONA, NY 10970
 TELEPHONE NO.: 845-364-3820
 FAX NO.: 845-364-3809

VENDOR **Hudson Valley Fire Safety Inc.**

LINE NO.	DESCRIPTION	ITEM NUMBER	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
SECTION I MAINTENANCE MECHANICAL						
1-1	Semi -Annual Mechanical Maintenance as per the specifications, Lump Sum includes Labor Mon- Fri 7AM to 4PM, Material, Equipment and Travel	93608000004	2	Each	\$1,050.00	\$2,100.00
1-2	Annual Mechanical Service as per the specifications, Lump Sum includes Labor Mon- Fri 7AM to 4PM, Material, Equipment and Travel	93608000005	2	Each	\$2,100.00	\$4,200.00
SECTION II UNEXPECTED REPAIRS MECHANICAL						
2-1	Hourly rate for Mechanical Service Person Mon-Fri 8AM to 4PM - No Travel Time	93608000006	100	Hour	\$125.00	\$12,500.00
2-2	Hourly rate for Mechanical Service Person on Weekends - No Travel Time	93608000007	50	Hour	\$150.00	\$7,500.00
2-3	% Discount on parts required to complete the repair. No work on this line shall be performed without authorization by EME representative and the issuance of a Purchase Order. Invoices for parts required as a condition of payment. See specifications	93608000008	5000	% Discount	10.00%	\$4,500.00
SECTION III QUARTERLY AIR SAMPLING						
3-1	Quarterly air sampling to be performed according to NFPA-1989 Standards on units above	93608000009	2	Each	\$350.00	\$700.00
	Total line 1-1 thru 3-1					\$31,500.00
Upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Commissioner's mailing or electronic communication to the address on the bid of: (i) a Letter of Acceptance; or (ii) a fully executed contract; or (iii) a Purchase Order authorized by the Commissioner						

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PURCHASES BY OTHER

LOCAL GOVERNMENTS, SCHOOL DISTRICTS, AND NON PROFIT AGENCIES

As per the New York State General Municipal Law, all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy, Non Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non profit agencies through our website: www.rcpurchasing.com
2. Any other political subdivision or Rockland County non profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non-profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non-profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non-profit agencies is available on the Purchasing Division's website at www.rcpurchasing.com. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non profit agencies.

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SPECIFICATIONS

A Virtual Pre-Bid via Microsoft Teams will be hosted on Thursday 8/24/2023 at 11:00 a.m. - To Participate select the link below.

Microsoft Teams Meeting Link:

[CLICK HERE TO JOIN MEETING](#)

Meeting ID: 248

379 652 588

Passcode: AKeMhr

1. SCOPE

- 1.1. Provide labor, material, and equipment to perform scheduled maintenance, unexpected repair work on Mako Breathing Air module, Compressors and Fill Station. Work will be scheduled based on the requirements of the Rockland County Fire Training Center 35 Firemen's Memorial Drive Pomona N.Y. 10970. Work under this contract shall include the following equipment:

*Mako Breathing Air Module- BAM09H-E3 25HP compressor, 3phase,6000psi CMM CO and moisture monitor Stationary Containment Fill Station -SCFS3-4HP 3 bottle fill station,4 Bank cascade, which is capable of filling 5.5hp SCBA cylinders. **Technician must be certified Mako repair specialist and certification is to accompany bid.**

- 1.2. Bidders must bid on all sections below and bid will be awarded as a whole to the lowest responsive responsible bidder(s) meeting the stated requirements.

- 1.2.1. Section I: Scheduled Maintenance Mechanical.

- 1.2.2. Section II: Unexpected Repairs Mechanical.

- 1.2.3. Section III Quarterly Air Sampling

- 1.3. On a case-by-case basis maintenance and repair of the Mako Compressors may be performed at the bidders' facilities if unable to be completed onsite. The bidder will remove, transport, and reinstall the compressors if necessary. The cost of transportation shall be the vendor's responsibility.

2. SECTION I – SCHEDULED MAINTENANCE MECHANICAL

- 2.1. **Bidder must submit a lump sum price for work defined in this section, Pricing offered must include all labor, supervision, equipment and material to perform the following maintenance.**

- 2.2. **SCHEDULED MECHANICAL WORKS**

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2.2.1. Every six months as required the following must be checked and compressors calibrated as needed. Any needed repairs identified during routine maintenance inspection are to be made once identified and confirmed with RCFTC management personnel.

- 2.2.1.1.1. Inspect all units for leaks .
- 2.2.1.1.2. Change oil with CF-1000 Hi temp synthetic Diester and all filters.
- 2.2.1.1.3. Inspect Xtractor intake filters and change them if necessary.
- 2.2.1.1.4. Change Diesel Motor air and fuel Filters.
- 2.2.1.1.5. Inspect Xtractor intakes and change them if necessary.
- 2.2.1.1.6. Perform air sampling on all units.
- 2.2.1.1.7. Check for any unnecessary vibration of units.
- 2.2.1.1.8. Inspect all nuts, screws and fittings for tightness.
- 2.2.1.1.9. Inspect Kunkle Valves
- 2.2.1.1.10. Check all stage pressures that they are within stated limits.
- 2.2.1.1.11. Check belt tension and alignment.
- 2.2.1.1.12. All Calibration to be done as required.
- 2.2.1.1.13. Check all necessary fittings.

2 SECTION II – UNEXPECTED REPAIR MECHANICAL

- 2.3. Items not listed or specified are not covered under the scheduled maintenance sections of this bid but are to be covered under the unexpected repair sections of the bid.
- 2.4. Contractors shall be able to troubleshoot, perform mechanical repairs in accordance with manufacturer specs. Contractor shall proof of repair and that compressors are operational again.
- 2.5. Bidder shall provide firm prices for the duration of the contract for Mako Compressor spare parts, OEM parts, customed engineered filter elements and other parts required for repair.

3. SECTION III AIR SAMPLING

- 3.1. Quarterly air sampling according to NFPA-1989 standards

4. SITE VISIT

4.1 All bidders are encouraged to visit the Rockland County Emergency Fire Training Center 35 Firemen's Memorial Drive Pomona N.Y. 10970. Bidders shall be required to perform the work as specified whether or not they visit the site. To schedule a site visit, contact Mr. Peter Byrne at (845) 364-8800

5. PERSONNEL & INVENTORY

- 5.1. Bidder shall employ qualified service technicians to perform the work specified.

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- 5.1.1. Contractor shall submit with their bid a list of service technicians and copy of their Mako Certification, who will be servicing the specified equipment for the term of this contract.
- 5.1.2. Service technicians shall have a minimum of three years paid documented experience in the repair and troubleshooting of specified equipment or of units similar to the units specified.
- 5.2. The successful contractor shall have the ability to maintain an inventory of service and replacement parts for the units specified at their warehouse. Upon request, the contractor shall show evidence of inventory.
- 5.3. The contractor shall complete the certificate of experience and the certificate of equipment forms.
- 5.4. The Contractor is responsible for providing all required service parts, tools, equipment, and personnel necessary to perform all work in a professional safe, and workmanlike manner.

6. INSPECTION

- 6.1. The quality of service shall be subject to inspection by the designated representative of the County of Rockland at any time. Should it be found that the quality of the service being performed is not satisfactory, and that the specifications are not being met, the Director of Purchasing or his designee, may terminate the Contract, giving 30 days prior written notice. In addition, if at any time during the life of the contract, the contractor, in the opinion of the County of Rockland, fails to take all reasonable steps to expedite the work, the County of Rockland may unilaterally nullify the contract.

7. REPORTS

- 7.1. A report detailing the overall condition of the digester gas compression skid, observed deficiencies, and recommended actions shall be provided within one week after each scheduled service call. Also, Bidder will supply a detailed report for each emergency service or repair. This report must contain a description of the problem and any corrective action taken.

8. DOCUMENTATION

- 8.1. Detailed description of all repair work to be completed indicating labor and parts provided and work performed with estimated cost must be submitted to the County of Rockland for signature prior to the work being performed. RCFTC will issue a Purchase Order based on the estimated work order. At no time is the contractor authorized to perform repair work without a Purchase Order issued by the Department of Purchasing. This documentation must be accompanying all invoices.

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9. UNEXPECTED REPAIR AND MATERIAL COSTS

9.1. All repair work and materials shall be invoiced and paid, as bid, on the proposal pages Bidder to provide the hourly rate as indicated and provide a percent markup for additional parts necessary and authorized to complete the repair. Vendor to provide manufacturer's Suggested Retail Price List.

9.2. Detailed billings must be received by the County of Rockland within Forty-Five days after completion of each job.

9.3. UNEXPECTED REPAIR WORK & PRICING

9.3.1. Contractor shall submit an hourly rate for repair work scheduled during normal business hours between 8:00 AM and 4:00 PM, Monday through Friday. Repair services performed under this line that extend beyond 4:00PM shall not be additionally compensated.

9.3.1.1. This rate shall include all labor, travel and equipment to perform the repair work.

9.3.2. Invoices for labor must be billed to the next quarter hour of actual time worked (example: 8:00 AM to 9:10 AM would be billed at 1 hour and 15 minutes). Invoices rounded to the next full hour will not be approved for payment.

9.3.3. The County of Rockland shall not pay for Lunch breaks and any additional company approved break times. The County will only pay for the time working on-site.

9.3.4. This is a Prevailing Wage solicitation. Awarded contractor shall provide certified payrolls with each invoice as per the NYS Department of Labor Prevailing Wage Law.

9.3.5. MATERIAL COSTS

9.3.6. **NOTE: Contractor must not order any material off of this line item without prior written authorization from authorized representative of Rockland County Fire Training Center.**

9.3.6.1. The invoices for payment must list specifically all parts and materials and cost to contractor for each item.

9.3.6.2. The County of Rockland will require verification of these costs by copy of the invoice as submitted to the contractor for payment.

9.3.6.3. The contractor agrees and hereby certifies that all parts and materials purchased shall be at lowest price available at the time considering the prevailing conditions and circumstances for which it is required that the purchase be made.

9.3.6.4. County of Rockland reserves the right to supply material when deemed in the best interest of the County of Rockland.

9.3.6.5. Materials are to be invoiced at the Manufacturer's Retail price list less percent discount.

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9.3.7. ADDITIONAL ITEMS

- 9.3.7.1. If the Contractor expects to incur any additional costs not specified in the above paragraphs, he must submit a list of those items and corresponding charges or schedule with his bid.
- 9.3.7.2. No other costs except those placed in the bid proposal at the time the bid is submitted shall be evaluated, considered or deemed acceptable charges by the County of Rockland.
- 9.3.7.3. The Contractor further agrees that should it be determined by the County of Rockland that the Contractor is falsifying his invoices or partaking in fraudulent practices so as to reflect higher costs than actually incurred in the repair, this falsification of fraudulent practice shall be considered a material breach of the terms of the contract.
- 9.3.7.4. Nothing herein shall be considered to limit the authority of the County of Rockland to prosecute any bidder or Contractor who violates the laws of the State of New York.

10. SAFETY

- 10.1. The Contractor shall adhere to all OSHA, PESH and County of Rockland safety rules while the work is in progress. Contractor is responsible for any damage to vehicles or structures resulting from the Contractor's negligence.
- 10.2. Contractor shall maintain the work site in a clean and orderly fashion. All debris shall be cleaned and removed from the work site each day.

11. WORK SCHEDULE

- 11.1. Scheduled preventive maintenance and unexpected repair work shall be performed between the hours of 8:00 AM and 4:00 PM, Monday through Friday.
- 11.1.1. No work is to be performed outside of these hours without approval from the authorized County of Rockland representative.

12. UNEXPECTED REPAIR AND SERVICE REQUIREMENTS

- 12.1. Contractor shall furnish labor, parts, service manuals, tools and equipment in performance of this service.
- 12.2. The Contractor shall provide a monitored 24-hour a day phone number and have a technician on site in response to an emergency call for service within 72 hours.

12.2.1. EMERGENCIES

- 12.2.1.1. When contractor is informed by the owner that emergency repair service is required, the contractor must respond in an expeditious manner.

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- 12.2.1.2. A return call by the contractor to determine the nature of the emergency shall be made to the RCFTC within 2 (two) hours.
- 12.2.1.3. The contractor shall have a service technician on site within 72 hours.
- 12.3. The Contractor shall only perform work which is required. Repairs shall be performed only with the approval of an authorized Rockland County Fire Training Center representative. Should any repair work be performed without authorization, payment will not be made.
- 12.4. All completed service and repairs must meet with the approval of the authorized representative of the Rockland County Fire Training Center representative.
- 12.5. The Contractor shall provide operation and maintenance manuals for any new replacement components.
 - 12.5.1. Preventive Maintenance and Repair work should be executed on the grounds of the Rockland County Fire Training Center facility whenever practicable. Parts and material shipped from the Contractor Facility shall be FOB Destination, Pomona , NY. Shipping costs for parts and material shipped from locations other than the Contractor Facility shall be invoiced at cost with no markup allowed. Proof of shipping invoice shall be submitted as a condition of payment. Units shall not be removed from the facility without authorization by the Rockland County Fire Training Center .
 - 12.5.2. Should the Contractor and Rockland County Fire Training Center agree that repair work to the compressor or fill station would be better accomplished at the Contractor’s facility, the Contractor shall protect the unit from damage during shipping to and from Rockland County Fire Training Center facility. Transportation and shipping charges are not permitted and will not be reimbursed.
 - 12.5.3. Upon the completion of the repair and re-installation of the unit, the contractor shall provide Rockland County Fire Training Center with a written detailed report outlining the repairs made, parts provided, pre and post repair test results, observed deficiencies, repair costs and recommendations for future work.
- 12.6. Use of Premises - On or about the premises and adjacent areas, the Contractor shall ensure that all apparatus, storage of materials, and activities of workmen be confined to the limits indicated by law, ordinances, permits and the direction of the authorized County of Rockland representative, and shall not encumber or permit the premises or adjacent areas to be encumbered with such materials or apparatus.
 - 12.6.1. The work site shall be kept in an orderly and safe fashion so as not to interfere with the progress of the work or the work of any other Contractor.
 - 12.6.2. The Contractor shall be responsible for repairing and replacing anything damaged by his operations, within thirty (30) days after notification by the authorized County of Rockland representative that damage has occurred.

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- 12.6.3. It will be the responsibility of the Contractor to report, to the authorized County of Rockland representative, any damages found prior to any work at this site.
- 12.6.4. At no cost to the County, the contractor shall clean, repair and replace property damaged caused by the contractor during performance of this service.
- 12.6.5. The Contractor shall at all times keep the premises and adjacent areas free from accumulations of waste material or rubbish. At the completion of the work, he/she shall remove from and about the premises, including adjacent areas, all rubbish, tools and surplus materials used for work and shall have the area "Broom Clean" and ready for use. In case of a dispute, County of Rockland may remove rubbish and clean up, then may charge the Contractor either by deduction of amounts unpaid to the Contractor, or by other means as determined to be fair and equitable by the authorized County of Rockland representative.
- 12.7. The quality of service shall be subject to inspection by the designated representative of the County of Rockland at any time. Should it be found that the quality of the service being performed is not satisfactory, and that the specifications are not being met, the Director of Purchasing or his designee, may terminate the Contract, giving 30 days prior written notice. In addition, if at any time during the life of the contract, the contractor, in the opinion of the County of Rockland, fails to take all reasonable steps to expedite the work, the County of Rockland may unilaterally nullify the contract.

13. LAWS, LICENSES, AND PERMITS

- 13.1. Contractor shall comply with all applicable Federal, State and Municipal Laws and as required, to perform all work as specified.
- 13.2. Contractor and their service personnel shall possess all qualifications and obtain any required licenses and permits to perform the work specified, including any licenses required by the County of Rockland. Proof of these items shall be provided to the Director of Purchasing with Bid.

14. REFERENCES

- 14.1. Bidder will furnish, with the proposal forms, a list of three sites with similar equipment presently being maintained by bidder. The name and telephone number of site contact is to be included with bid.

15. TRAVEL TIME

- 15.1. Scheduled Maintenance
 - 15.1.1. Pricing submitted for Scheduled Maintenance shall be inclusive of travel cost. No additional travel costs shall be reimbursed.
- 15.2. Unexpected Repairs

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15.2.1. All labor shall be billed in accordance with the pricing submitted on the proposal pages. No travel time cost shall be reimbursed.

16. REPAIR WORK

16.1. The Contractor shall only perform work which is required. Repairs shall be performed only with the approval of an authorized County of Rockland representative. Should any repair work be performed without authorization, payment will not be made.

16.2. All service and repairs must meet with the approval of the authorized representative of the County of Rockland.

17. RULES AND TIME SHEETS

17.1. Successful contractor shall be subject to facility use rules and shall sign in and out, at the designated location whenever entering or leaving the premises. The Contractor shall submit a time sheet for each day worked on preventive maintenance. Time sheets shall only indicate equipment serviced. The contractor shall also provide a time sheet for repair work which is not covered under the preventive maintenance specifications.

18. WARRANTY

18.1. The Contractor shall warranty all work performed for a minimum of 180 days upon completion of the work. Materials provided by the Contractor shall carry material manufacturer’s standard guarantee.

19. PREVENTIVE MAINTENANCE PRICING

19.1. It is the intent of Rockland County Fire Training Center to schedule the quarterly and annual maintenance for all three units at the same time.

19.1.1. Pricing shall be submitted to perform Preventive Maintenance work on the units specified and shall be bid as a lump sum package as outlined above and on the bid proposal pages. Price shall include all labor, supervision, travel cost and equipment required to perform the preventive maintenance.

19.1.2. Material cost for preventive maintenance work shall be billed separately as per the specifications and proposal pages.

20. AWARD

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20.1. Award will be made to the lowest responsive responsible bidder in total for all three Sections who meet the bid specifications and criteria.

21. PRICE ADJUSTMENTS

- 20.1 The County recognizes this product or service has a price component that may have a commodity with changing costs. After year two, the Contractor/Supplier may request a Price Adjustment no more frequently than once per year on the contract anniversary date upon renewal. A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing.
- 20.3 The County will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the County may entirely reject the request or may counter with revised pricing. In either case the County will provide a written explanation in support of the decision.
- 20.4 The Director of Purchasing may use available indexes (e.g., CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.
- 20.5 In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.