



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: CONCRETE MIXES DELIVERED

CONTRACT #: 0312-26 (7700000351)

CONTRACT DATES: 05/01/2026 – 02/28/2027

BUYER: Sean Wilcox
PHONE: 585/753-1136
EMAIL: swilcox@monroecounty.gov

VENDOR(S): Heidelberg Materials Northeast NY
6895 Ellicott Street
Pavilion, NY 14525

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM: CONCRETE MIXES, DELIVERED

FOR: Department of Transportation

PURCHASING CONTACT: The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sean Wilcox
Monroe County Division of Purchasing
39 West Main Street Room 200
Rochester, NY 14614
Email: swilcox@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **Tuesday, March 31, 2026**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Wednesday, April 1, 2026**.

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.** All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon actual annual usage by County departments only.**

**BRAND
REFERENCE:**

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by Group, depending on whichever method results in the lowest overall cost to the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts.** Bidders are not required to bid on every Group included in the bid; however, they must bid on every item within each Group in order to be considered. **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **February 28, 2027**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party on a quarter annual basis no less than (30) days prior to the end of such quarter year, or no less than (30) days prior to the end of contract term, based upon manufacturer or supplier price changes that must be supported with specific documentation justifying the change. Should proposed price changes not be acceptable to both parties, the contract may be terminated by either party at the end of the quarter year or contract term.

MINIMUM ORDER: No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY: All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **twenty-four (24) hours** after receipt of order. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

PURCHASE ORDER ISSUANCE: Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

BILLING PROCEDURE: All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

WARRANTY/ GUARANTEE: All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

UNCONTEMPLATED PURCHASES: Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT: The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS: The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE: The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this

contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

BP#0312-26
CONCRETE MIXES DELIVERED

SPECIFICATIONS

DESCRIPTION

Vendor shall furnish and deliver Portland Cement Concrete (PCC) material and Controlled Low Strength Material (CLSM), as specified, to any point in Monroe County within 24 hours of order notification.

MATERIALS

Materials shall meet the requirements of the current version of New York State Department of Transportation (NYSDOT) Standard Specifications Sections 204 Flowable Fill, 501 Portland Cement Concrete Production, 502 Portland Cement Concrete Pavement, 503 Portland Cement Concrete Foundation for Pavement, and 555 Structural Concrete. The plant, equipment, and materials shall appear on the NYSDOT Materials Approved List.

BASIS OF AWARD

Award will be based upon the Method of Award according to the Terms and Conditions. **The bid price shall include delivery and the 1st hour of on-site waiting time.**

METHOD OF MEASUREMENT

The quantity of concrete material to be paid for shall be measured by the Cubic Yard (CY) delivered to any point in Monroe County within 24 hours of order notification, as directed by the Agency.

The following Add-On Items shall be an additional cost paid at the following **Fixed Prices** as indicated below:

ADD-ON ITEMS TO BE ADDED TO THE BID PRICES (WHEN APPLICABLE) (Fixed Price)		
Small Load Surcharge, 5.0 - 5.5 CY	LOAD	\$80/LOAD
Small Load Surcharge, 4.0 - 4.5 CY	LOAD	\$110/LOAD
Small Load Surcharge, 3.0 - 3.5 CY	LOAD	\$150/LOAD
Small Load Surcharge, 2.0 - 2.5 CY	LOAD	\$185/LOAD
Excess Waiting Time	MIN	\$1.25 / MIN

A "small load" is defined as an order of less between 2.0 – 5.5 Cubic Yards.

BASIS OF PAYMENT

Payment will be made per unit price sheet.

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CONCRETE MIXES DELIVERED**

UNIT PRICE SHEET (as of May 1, 2026)

ITEM	DESCRIPTION	UNIT	UNIT PRICE
Portland Cement Concrete (PCC) Pavements – Section 502			
	502.0RCF R=Reinforcement Type; 0-Unreinforced, 1-Mesh, 2-Heavy Mesh C=Concrete Class; 2-performance, 4-High Early Strength F=Friction Type; 1-Type 1, 2-Type 2, 3-Typ3, 9-Type 9		
1	NYSDOT Item 502.0021 PCC Pavement, Unreinforced, Performance, Type 1	Cubic Yard (CY)	\$325.00
2	NYSDOT Item 502.0022 PCC Pavement, Unreinforced, Performance, Type 2	Cubic Yard (CY)	\$325.00
3	NYSDOT Item 502.0023 PCC Pavement, Unreinforced, Performance, Type 3	Cubic Yard (CY)	\$325.00
4	NYSDOT Item 502.0029 PCC Pavement, Unreinforced, Performance, Type 9	Cubic Yard (CY)	\$325.00
5	NYSDOT Item 502.0041 PCC Pavement, Unreinforced, HES, Type 1	Cubic Yard (CY)	\$350.00
6	NYSDOT Item 502.0042 PCC Pavement, Unreinforced, HES, Type 2	Cubic Yard (CY)	\$350.00
7	NYSDOT Item 502.0043 PCC Pavement, Unreinforced, HES, Type 3	Cubic Yard (CY)	\$350.00
8	NYSDOT Item 502.0049 PCC Pavement, Unreinforced, HES, Type 9	Cubic Yard (CY)	\$350.00
9	NYSDOT Item 502.0121 PCC Pavement, Mesh Reinforced, Performance, Type 1	Cubic Yard (CY)	\$345.00
10	NYSDOT Item 502.0122 PCC Pavement, Mesh Reinforced, Performance, Type 2	Cubic Yard (CY)	\$345.00
11	NYSDOT Item 502.0123 PCC Pavement, Mesh Reinforced, Performance, Type 3	Cubic Yard (CY)	\$345.00
12	NYSDOT Item 502.0129 PCC Pavement, Mesh Reinforced, Performance, Type 9	Cubic Yard (CY)	\$345.00
13	NYSDOT Item 502.0141 PCC Pavement, Mesh Reinforced, HES, Type 1	Cubic Yard (CY)	\$375.00
14	NYSDOT Item 502.0142 PCC Pavement, Mesh Reinforced, HES, Type 2	Cubic Yard (CY)	\$375.00
15	NYSDOT Item 502.0143 PCC Pavement, Mesh Reinforced, HES, Type 3	Cubic Yard (CY)	\$375.00
16	NYSDOT Item 502.0149 PCC Pavement, Mesh Reinforced, HES, Type 9	Cubic Yard (CY)	\$375.00
17	NYSDOT Item 502.0221 PCC Pavement, Heavily Reinforced, Performance, Type 1	Cubic Yard (CY)	\$375.00
18	NYSDOT Item 502.0222 PCC Pavement, Heavily Reinforced, Performance, Type 2	Cubic Yard (CY)	\$375.00
19	NYSDOT Item 502.0223 PCC Pavement, Heavily Reinforced, Performance, Type 3	Cubic Yard (CY)	\$375.00

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UNIT PRICE SHEET(as of May 1, 2026)

ITEM	DESCRIPTION	UNIT	UNIT PRICE
20	NYSDOT Item 502.0229 PCC Pavement, Heavily Reinforced, Performance, Type 9	Cubic Yard (CY)	\$375.00
21	NYSDOT Item 502.0241 PCC Pavement, Heavily Reinforced, HES, Type 1	Cubic Yard (CY)	\$425.00
22	NYSDOT Item 502.0242 PCC Pavement, Heavily Reinforced, HES, Type 2	Cubic Yard (CY)	\$425.00
23	NYSDOT Item 502.0243 PCC Pavement, Heavily Reinforced, HES, Type 3	Cubic Yard (CY)	\$425.00
24	NYSDOT Item 502.0249 PCC Pavement, Heavily Reinforced, HES, Type 9	Cubic Yard (CY)	\$425.00
Structural Concrete – Section 555			
25	NYSDOT Item 555.0011 Footing Concrete, Performance	Cubic Yard (CY)	\$325.00
26	NYSDOT Item 555.0012 Footing Concrete, Performance, Internal Cure 30 day notice	Cubic Yard (CY)	\$475.00
27	NYSDOT Item 555.0021 Concrete for Structures, Performance	Cubic Yard (CY)	\$325.00
28	NYSDOT Item 555.0022 Concrete for Structures, Performance, Internal Cure 30 day notice	Cubic Yard (CY)	\$475.00
29	NYSDOT Item 555.0031 Concrete for Structures, Performance, (Deposited Under Water)	Cubic Yard (CY)	\$350.00
30	NYSDOT Item 555.0032 Concrete for Structures, Performance, (Deposited Under Water, Internal Cure)	Cubic Yard (CY)	\$350.00
Controlled Low Strength Material – Section 204			
31	NYSDOT Item 204.01 Controlled Low Strength Material (CLSM)	Cubic Yard (CY)	\$190.00
Miscellaneous Items			
32*	Item 501.9998 – NYSDOT QA/QC Requirements Per NYSDOT Standard Specification Section 501 QC only	Lump Sum (LS)	\$5000.00 QC only
33*	Item 501.9999 – Quality Adjustment Per NYSDOT Standard Specification Section 501	Lump Sum (LS)	\$3,000.00
34	NYSDOT Class A Concrete (In conformance with NYSDOT Standard Specification Section 500 – 2024 publication)	Cubic Yard (CY)	\$250.00
35	NYSDOT Class C Concrete (In conformance with NYSDOT Standard Specification Section 500 – 2024 publication)	Cubic Yard (CY)	\$250.00
36	NYSDOT Class D Concrete (In conformance with NYSDOT Standard Specification Section 500 – 2024 publication)	Cubic Yard (CY)	\$250.00

** Note that these items may be waived by the concrete requestor.*

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.