



DUCESNE COUNTY
INVITATION TO BID AND CONTRACT
FOR
2025 Road Salt Hauling

PREPARED BY:

DUCESNE COUNTY
ROAD DEPARTMENT
And
JONES AND DEMILLE
ENGINEERING

July 2025

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I. Invitation to Bid

A. Purpose

Duchesne County is soliciting bids from qualified companies to transport road salt from Redmond Minerals to five locations in Duchesne County. Duchesne County is purchasing the salt separate from this contract. This work will need to be completed prior to October 31, 2025.

B. Information Regarding the Bid can be Obtained by Contacting:

Duchesne County Road Department
(435) 738-2468
20800 East River Road, Duchesne, UT 84021

C. Proposal Due Date

All bids are due in the offices of Duchesne County located at 734 North Center Street, Duchesne, Utah, 84021 on or before August 15, 2025 at 3:00 P.M. Any bid received after this time will be considered late and subject to be returned unopened to the bidder. Bids shall clearly indicate the name, address, and telephone number of the proposer. Bids shall be signed and dated by a person with the authority to legally bind the proposer to the submitted proposal.

D. Basis of Award

The contract will be awarded to the lowest responsive, responsible bidder. The term "responsive bidder" means a person or business entity that has submitted a bid which conforms in all material respects to the invitation to bid. The term "responsible bidder" means a person or business entity who has the capability in all respects to fully perform the contract requirements and who has the integrity and reliability which will assure good faith performance. In determining who is the lowest responsive, responsible bidder, in addition to price, the County may consider factors relevant to the successful operation of the County's business and the best interests of the County as a whole.

E. Award Date

Contract will be announced and awarded on August 18, 2025.

II. Scope of Services

A. Scope of Services

- i. 2025 Road Salt Hauling
 1. Transport between 1800 and 2000 tons of road salt from Redmond Minerals, 2725 North 100 West Redmond, UT to the following salt sheds in Duchesne County:
 - a. Altamont Salt Shed (700 Tons) – Latitude 40°21'55.72"N, Longitude 110°18'35.61"W
 - b. Duchesne Salt Shed (300 Tons) – Latitude 40°11'1.60"N, Longitude 110°23'12.30"W
 - c. Fruitland Salt Shed (300 Tons) – Latitude 40°12'22.31"N, Longitude 110°48'48.91"W
 - d. Myton Salt Shed (300 Tons) – Latitude 40°11'22.78"N, Longitude 110°3'43.99"W
 - e. Roosevelt Salt Shed (300 Tons) – Latitude 40°16'32.10"N, Longitude 110°2'7.07"W
 2. Bid schedule describing transportation cost per ton:

Item	Description	Unit	Estimated Quantity*	Unit Price	Bid Total for Comparison
Bid Schedule – 2025 Road Salt Hauling					
1-1	Road Salt Hauling	Ton	2000		
Total Bid Price					

*Estimated Quantities are given for Pricing Comparison only, they do not represent or imply that quantity of work is guaranteed; Contractor will work with County to arrange final quantities.

Instructions for Bidders

B. General Bid Requirements

- i. The Bid sheet included in this Invitation to Bid must be fully completed and returned with the Bid. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of Section IV Official Bid on page 7.
- ii. Five (5) copies of Bid must be submitted.
- iii. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the project title and the name of the company or individual submitting the proposal. Bids must be received by the date and time shown on this Bid in order to be considered.
- iv. The original and the required number of copies of the Bid must be returned to:

Duchesne County, Attn: Melissa Hughes

734 North Center Street, Duchesne, UT, 84021

- v. All Bid prices must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- vi. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- vii. All prices submitted by the Bidder to Duchesne County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications.
- viii. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Duchesne County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- ix. All invoices must reflect a Duchesne County Purchase Order Number, which can be obtained by calling the Road Department Office at (435) 738-2468.
- x. All Bidders must turn in verification of proper licensing and insurance with bid documents. Duchesne County must be entered in as a secondary insured for the dates covering this project.
- xi. If a successful Bidder is unable or unwilling to enter into a Contract with Duchesne County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- xii. Successful Bidders contract directly with Duchesne County and are the party or parties obligated to perform. Contracts may not be assigned or subcontracted and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future. Successful Bidder agrees to not delegate performance obligations and any such delegation of responsibilities is declared void and will not relieve Successful Bidder from liability or performance obligations.
- xiii. In the evaluation of the Bids, any award will be subject to the Bid being: Administratively Compliant- Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

C. Right to Reject Bids

- i. The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations, or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by written request, at any time

prior to the scheduled closing time for receipt of bids. Written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

- ii. The County will reject the bid of any bidder that the County finds, after reasonable inquiry and evaluation, to not be responsible.

D. Evaluation of Bids

- i. In evaluating bids, the County will consider whether the bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the bid form or prior to Notice of Award.
- ii. For determination of the apparent low bidder when unit price bids are submitted, bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price bid for that item, together with any lump sum items.
- iii. If the lowest acceptable bid exceeds the amount of funds available to finance the contract including reasonable contingencies, the County may reject the bids or may award portions of the project as the budget allows. Bids will be evaluated based on the work that is awarded.
- iv. If a low bid is submitted by a nonlocal bidder, the bid may be awarded to a responsive and responsible local bidder if the local bidder's bid is within 10% of the low nonlocal bidder's bid. This local preference may be exercised according to the Duchesne County Procurement Policy.

(Remainder of page intentionally left blank.)

III. Official Bid

Duchesne County – 2025 Road Salt Hauling

Item	Description	Unit	Estimated Quantity*	Unit Price	Bid Total for Comparison
Bid Schedule – 2025 Road Salt Hauling					
1-1	Road Salt	Ton	2000		
Total Bid Price					

*Estimated Quantities are given for Pricing Comparison only, they do not represent or imply that quantity of work is guaranteed; Supplier will work with County to arrange final quantities.

Contractor:

Address:

Telephone Number:

Email Address:

Bidder Name:

Bidder Signature:

Date:

(Remainder of page intentionally left blank.)

IV. Contract

A. Scope of Services

- i. 2025 Road Salt Hauling
 1. Transport between 1800 and 2000 tons of road salt from Redmond Minerals, 2725 North 100 West Redmond, UT to the following salt sheds in Duchesne County:
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1-1	Road Salt	Ton	2000		
Total Bid Price					

Contractor must provide weigh tickets for each load.

B. Contract Period: August 18 to October 31, 2025

C. Contract Jurisdiction, Choice of Law, and Venue

The provisions of this Contract shall be governed by the laws of the State of Utah, Duchesne County, and Duchesne City. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Department. Vendor agrees to be bound by the decision of Duchesne County in case of any dispute arising from the interpretation or application of the Terms and Conditions.

D. Laws and Regulations

The Parties signing below under this Contract and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and

State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

E. Independent Contractor

The contractor shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind Duchesne County, or its members, to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Duchesne County, or its representatives, except as herein expressly set forth. Compensation stated herein shall be the total amount payable by Duchesne County. The Vendor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Duchesne County for these Contract services. Persons employed by Duchesne County and acting under the direction of Duchesne County shall not be deemed to be employees or agents.

F. Interpretation of Contract

Any ambiguities in the contract language shall be liberally construed in favor of Duchesne County.

G. Serviceability

Any invalidation of any sections or provisions of this contract will not affect the validity of the remainder of the provision or other provisions in the contract.

H. Modification

This agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

I. Entirety of Contract

This Agreement supersedes all other Agreements that may have been signed between the Parties prior to date of the Parties signing of this Agreement. This Agreement incorporates by reference all Contract Documents noted above.

J. Termination Clause

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contact is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

K. Indemnification and Hold Harmless Agreement

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgements, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreement.

Official Bid Acceptance

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day

_____ and year _____

Date: _____

(County)

Date: _____

(Bidder)

