

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: S-763(5)

DATE: JANUARY 5, 2026

PRODUCT/SERVICE: CRUSHED ROCK SALT (SODIUM CHLORIDE) **REGULAR AND TREATED** – FOR ROAD USE

CONTRACT PERIOD: JUNE 15, 2023, THROUGH MAY 31, 2026

EXTENSION OPTIONS: UP TO 24 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): KAREN MCINTYRE

PHONE: 651.201.3124 E-MAIL: karen.mcintyre@state.mn.us WEB SITE: <https://mn.gov/admin/osp/>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
BLACKSTRAP, INC. PO Box 258 Neligh, NE 68756	230563	Net 30	As Requested
	ORDERING CONTACT: Miranda Email: accounting@blackstrapinc.com		PHONE: 402.887.5651 FAX: 402.887.5659
	CONTACT: Alex Hughes Email: alex@blackstrapinc.com		PHONE: 402.887.5651 FAX: 402.887.5659
VENDOR NO.: 0000849027			

[Blackstrap, Inc Sample Invoice](#)

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
CARGILL, INCORPORATED 24950 Country Club Blvd. North Olmstead, OH 44070	230566	Net 30	As Requested
	CONTACT: Customer Care/Service Email: salt_customerareroadsafety@cargill.com Or Place Orders at 800.600.7258 or Fax 952-367-0655		PHONE: 800-600-7258 FAX: 952-367-0655
VENDOR NO.: 0000211244			

Additional Information Needed When Ordering Include: Customer Number, Confirm Delivery Address, and Delivery Contact

[Cargill, Inc Sample Invoice](#)

Contract Release: S-763(5)

CONTRACT VENDOR

**COMPASS MINERALS
AMERICA INC.**
900 109th Street, Suite 100
Overland Park, KS 66210

CONTRACT NO.

**230567
274371 – CPV Treated Salt Locations**

TERMS

Net 30

DELIVERY

As Requested

ORDERING CONTACT: Jennifer Thomas
Email: Highwayorders@compassminerals.com

CONTACT: Sean Lierz
Email: lierzs@compassminerals.com

PHONE: 800.323.1641
Option 1
FAX: 913.338.7945
PHONE: 913.344.9330
FAX: 913.338-7945

VENDOR NO.: 0000212197

Compass requests orders are placed by Email at Highwayorders@compassminerals.com

Include PO #

Complete Physical Address of the site for delivery – Street Address, City, State, Zip
Contact Person & Phone Number

[Compass Minerals Sample Invoice](#)

CONTRACT VENDOR

JOHNSON FEED, INC
305 W Industrial Rd
Canton, SD 57013

CONTRACT NO.

230568

TERMS

Net 30

DELIVERY

As Requested

ORDERING CONTACT: Jeff Sehr
Email: jeffs@johnsonfeedinc.com

PHONE: 605-764-7373

CONTACT: David Richards
Email: davidr@johnsonfeedinc.com

PHONE: 605-764-7390

VENDOR NO.: 0000203312

[Johnson Feed Sample Invoice](#)

CONTRACT VENDOR

MORTON SALT, INC.
444 West Lake Street, Suite 3000
Chicago, IL 60606

CONTRACT NO.

230570

TERMS

Net 30

DELIVERY

As Requested

ORDERING CONTACT: Morton Customer Service
Email: buyroadsalt@mortonsalt.com

PHONE: 855.665.4540
FAX: 312-896-9208

CONTACT: Na-Tia Douglas
Email: bids@mortonsalt.com

PHONE: 312-807-2384

VENDOR NO.: 0000383972

[Morton Salt Sample Invoice](#)

CONTRACT VENDOR

**WINTER SERVICES, LLC DBA
GREAT LAKES SALT COMPANY**
2100 S. 116th St
West Allis, WI 53227

CONTRACT NO.

278096

TERMS

Net 30

DELIVERY

As Requested

278097 CPV & MnDOT Treated Salt Locations

ORDERING CONTACT: Hayley Leppert
Ordering Email: hleppert@greatlakessalt.com

PHONE: 262-461-7940

CONTACT: Mark Arthofer
Email: marthofer@greatlakessalt.com

PHONE: 414-897-4646

VENDOR NO.: 0001212096

[Skyline Salt Sample Invoice](#)

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

REVISIONS.

- 01/5/2026 Compass Minerals Contract No. 230567 and Contract No. 274371 are amended to add the Regular Road Salt pricing for additional CPV location requesting Treated Road Salt from Compass Duluth. All other pricing, terms and conditions remain the same.
- 12/31/2025 Compass Minerals Contract No. 230567 is amended to add the Regular Road Salt pricing for Crow Wing County location requesting Treated Road Salt from Compass Duluth. All other pricing, terms and conditions remain the same.
- 12/29/2025 Great Lakes Sat Contract No. 278096 amended to add the City of Becker location. All other terms, conditions, specs and pricing remain the same.
- 12/16/2025 Great Lakes Sat Contract No. 278096 amended to add the Osseo Area Schools – ISD 279 location. All other terms, conditions, specs and pricing remain the same.
- 12/9/2025 Compass Minerals Contract No. 230567 is amended to add the City of Andover location. All other terms, conditions, specs and pricing remain the same.
- 11/17/2025 Compass Minerals Contract No. 230567 and Contract No. 274371 are amended to add the Regular Road Salt pricing for the CPV location requesting Treated Road Salt from Compass Duluth. All other pricing, terms and conditions remain the same.
- 10/21/2025 Skyline Contract No. 274372 and Contract No. 230662 are assigned to Winter Services, LLC dba Great Lakes Salt Company. All other pricing, specs, terms and conditions remain the same.
- 09/08/2025 Blackstrap Contract No. 230563 is amended to add the MnDOT Wheaton location for regular road salt. All other pricing, terms, conditions and specs remain the same.
- 08/27/2025 Skyline Contract No. 274372 and Compass Mineral Contract No. 274371 added Administrative Fee to contract. All other pricing, terms, conditions and specs remain the same.
- 08/01/2025 Added Skyline Contract No. 274372 and Compass Mineral Contract No. 274371 for treated road salt formerly awarded Cargill treated road salt locations. All other pricing, terms and conditions remain the same.

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- 06/06/2025 All contracts are extended through May 31, 2026. Johnson Feed and Blackstrap pricing will remain the same. The other Contractors have updated pricing. 80% Guaranteed amounts waived by Cargill. Compass and Morton waive the storage fees on remaining guaranteed amount until October 31, 2025. All other terms, conditions and specs remain the same. Cargill did not renew their contract for Treated Road Salt for the 2025-2026 Season,
- 09/16/2024 Compass Contract No. 230567 is amended formally note award MnDOT Madelia location. All other pricing, terms and conditions remain the same.
- 07/19/2024 Cargill Contract No. 230566 is amended to waive the 2023-2024 Storage Fee until Cambridge Township and City of Cambridge until December 31, 2024. The City of Cambridge will take 60 tons of the 80 tons guaranteed by Cambridge Township for the 2023-2024 season.
- Compass Contract No. 230567 is amended to reduce the City of Cambridge requested from 300 tons to 240 tons.
- All other pricing, terms and conditions remain the same.
- 06/01/2024 All contracts are extended with updated pricing. Early Delivery order deadline is changed to October 31, 2024. Road Salt season 2023-2024 Storage fees for are reduced to \$6.00 per ton per month for Cargill, and Morton Salt, and \$2.50 per ton per month for Skyline. Compass has waived the storage fee through October 31, 2024. The fuel rates used for calculating the possible fuel charges are updated for the 2024-2025 season All other terms, conditions and specifications remain the same.
- 04/24/2024 Skyline Contract No. 230662 amended to add MnDOT Transfer Locations. All other pricing, terms, conditions & specs remain unchanged.
- 07/06/2023 For Compass Contract No. 230567, added MCF – St. Cloud CPV location for treated road salt. All pricing, terms, conditions, and specs remain the same.
- 08/03/2023 For Cargill Contract No. 230566 amended to reduce treated road salt from 900 tons to 800 tons for City of Hastings. All pricing, terms, conditions and specs remain the same.
- 07/06/2023 For Compass Contract No. 230567, added East Grand Forks CPV location for regular road salt. For Cargill Contract No. 230566, MnDOT Mendota location treated road salt delivery price is corrected. For Blackstrap Contract No. 230563, Kittson Co. delivery price is corrected. For Skyline Contract No. 230662 the MnDOT Fairmont Regular Salt total delivered price is corrected. All other terms, conditions, specifications, and pricing remains the same.

PLACING ORDERS AND PRICING INFORMATION

- Contact the Contractor to set up your account and place your purchase order.
- The contract was executed with FIXED PRICING. The vendor pricing must match the prices in the price book link below.
- Verifying Contract Prices: Customers must calculate and confirm all contract prices when placing any order.
- Only accept contractor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).
- Prior to accepting an order or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the specifications, terms, and pricing of the contract.
- Contact the Contract Vendor if you identify any discrepancies or need to take any deductions for moisture or late delivery.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

PRICE SCHEDULE LINKS

The links below display the complete list of MnDOT and CPV customer locations, prices, and Awarded Contractor by Location

[CPV Member Road Salt Exhibit D - Price Schedule 2025-2026](#)

MnDOT Road Salt Exhibit D- Price Schedule 2025-2026

**Contract No. 274371 and 274372 Exhibit D – Price Schedules for MnDOT & CPV Locations
Previous Awarded to Cargill or New Treat Salt Locations**

CPV Member Road Salt Exhibit D - Price Schedule 2025-2026

MnDOT Road Salt Exhibit D- Price Schedule 2025-2026

SPECIFICATIONS, DUTIES, AND SCOPE OF WORK

1. STATE GUARANTEE.

- 1.1** This Contract will be for 80 percent (%) commitment to take the listed quantity by the customer and a commitment from the Contractor to provide 120 percent (%) of the listed quantity.
- 1.2** The State requires 120% of the Contractor's contracted salt quantities to be in position within the State of Minnesota or regional depots and available January 1st through April 15th for the contracted winter season.

Salt delivered to MnDOT and CPV members shall be subject to the guarantees described herein:

- 1.3** MnDOT Metro Area Guarantee. The MnDOT Metro area will purchase a minimum 80 percent of its total estimated tonnage awarded under the Contract and the Contractor is obligated to furnish up to 120 percent of the total estimated tonnage awarded under the Contract. As used in this paragraph, "total estimated tonnage" means the total quantity of all Metro areas awarded to the Contractor. Tonnage delivered to individual delivery points or Metro areas may fall outside these minimum and maximum percentage ranges as long as the total estimated Metro area tonnage remains unchanged. If a need occurs to modify individual delivery point estimated tonnage, the Contractor agrees to deliver the material to the alternate location at the contracted prices for the alternate location. See Section 4.5 for more details on alternate delivery locations.

Example: Contractor A is awarded delivery locations with total estimated tonnage of 70,000. The guaranteed minimum is $70,000 \times 0.8 = 56,000$ tons. Similarly, the maximum obligation of the Contractor would be $70,000 \times 1.2 = 84,000$ tons. This pertains to the Metro MnDOT District only.

- 1.4** MnDOT Greater Minnesota Areas Guarantee – DOES NOT INCLUDE MNDOT METRO. Greater Minnesota MnDOT districts agree to purchase a minimum of 80 percent of the total estimated tonnage awarded under the Contract and the Contractor is obligated to furnish up to 120 percent of the total estimated tonnage awarded under the Contract. As used in this paragraph, "total estimated tonnage" means the total quantity of all greater Minnesota MnDOT maintenance areas awarded to the Contractor. Tonnage delivered to individual delivery locations or districts may fall outside these minimum and maximum percentage ranges as long as the total estimated Greater Minnesota tonnage remains unchanged. If a need occurs to modify individual delivery point estimated tonnage, the Contractor agrees to deliver the material to the alternate location at the contracted prices for the alternate location. See Section 4.5 for more details on alternate delivery locations.

Example: Contractor A is awarded delivery locations with total estimated tonnage of 70,000. The guaranteed minimum is $70,000 \times 0.8 = 56,000$ tons. Similarly, the maximum obligation of the Contractor would be $70,000 \times 1.2 = 84,000$ tons. This pertains to the greater Minnesota MnDOT districts only and does not include MnDOT Metro districts.

1.5 Cooperative Purchasing Venture (CPV) Members Guarantee: The CPV member guarantees the purchase of at least 80 percent of the total estimated quantity for the entity awarded to an individual Contractor, and the Contractor must guarantee to supply up to 120 percent of the estimated quantity to the CPV member. This shall apply to the estimated quantities of salt required for delivery or pick up as shown on the Exhibit D: Price Schedule. If the agency has multiple delivery locations, the total is for the combined requirements for the CPV member – not by individual delivery location. Tonnage delivered to individual delivery locations, for a CPV member with multiple deliver locations, may fall outside these minimum and maximum percentage ranges as long as the total estimated CPV member tonnage remains unchanged. If a need occurs to modify individual delivery point estimated tonnage the Contractor agrees to deliver the material to the alternate location at the contracted prices for the alternate location. See Section 4.5 for more details on alternate delivery locations.

If the Customer is unable to take the 80% required minimum, the product could be shipped to another location or customer at a price that is mutually agreed by the Contractor and the receiving Customer. Any quantity shipped would apply against the original Customer's guarantee.

1.6 Should a situation occur where any Customer requires more than 120% of the estimated tonnage awarded to a Contractor under the Contract, the Customer may increase the quantity, if the Contractor agrees, providing the terms and conditions remain unchanged and the price is the same or lower as originally contracted, unless otherwise agreed to in writing by the AMS. The additional product shipped does not relieve the Contractor from satisfying all of its salt requirement totals by customer location as contracted.

1.7 If the Customer is unable to take the 80% required minimum, the product could be shipped to another location or customer at a price that is mutually agreed by the Contractor and the receiving Customer. Any quantity shipped would apply against the original Customer's guarantee.

1.8 Should a situation occur where any Customer requires more than 120% of the estimated tonnage awarded to a Contractor under the Contract, the Customer may increase the quantity, if the Contractor agrees, providing the terms and conditions remain unchanged and the price is the same or lower as originally contracted, unless otherwise agreed to in writing by the AMS. The additional product shipped does not relieve the Contractor from satisfying all of its salt requirement totals by customer location as contracted.

2. CONTRACTOR REPORTING.

2.1 Stockpile Verification. The Contractor will provide a report in Microsoft® Excel format detailing the tonnage available by vendor stockpile location and an analysis of whether there are any issues with meeting the contract guarantee provisions. The Stockpile report will be due on to the AMS on the 10th of each month August through April or upon request from the AMS.

2.2 Order Status. The Contractor will provide an order status report monthly for order(s) which are incomplete or overdue. The order status report will be due on to the AMS on the 10th of each month August through April or upon request from the AMS.

3. ORDER PROCESSING.

3.1 The Contractor shall have one designated individual available during all salt shipments who has the authority to act on behalf of the Contractor in any matter relating to delivery questions and material quality issued.

3.2 All orders must be in writing and all MnDOT orders must have an associated Purchase Order number included on the order. MnDOT must include a copy of the Purchase Order upon request of the Contractor. A Minnesota Sodium Chloride Delivery Request and Confirmation Form (hereafter "Order Form" and Exhibit E – Sample Order Form) is recommended to request and confirm orders. Contractor written

response to the receipt of a written order from Customer shall be followed by email confirmation within two days by both parties which may include the Order Form as documentation for reconciliation. The Customer may refuse delivery if the Contractor fails to respond in writing.

- 3.3** When placing an order, the Customer shall provide the Customer contacts for delivery coordination along with phone number and other contact method (fax, email, etc.) for the contact. The Customer will provide Contractor a list of destinations with addresses in priority order for delivery, number of tons requested, preferred delivery dates and preferred time of day for each destination and the hours available for delivery to be made. The Contractor must accept the requested delivery terms or negotiate alternative delivery terms and confirm the agreed upon terms within two days of receiving the request for delivery.
- 3.4** Confirmation shall be by email to the contact person listed on the order. If the customer does not request an order in writing, the Contractor is under no obligation to meet the 10-day delivery window. If the Customer does not specify a required delivery date, the delivery is assumed to commence within 5 business days and be completed within 10 business days from the order date.
- 3.5** Early fill order requests must be submitted by October 31st of the contract term. Salt ordered after November 1st of the contract term will be considered as Seasonal Fill and is not subject to the Early Fill delivery date deadlines outlined in Section 5. When intending to deliver early fill salt, the Contractor must arrange with the Customer to take delivery by giving the Customer a ten-business day notice of intent to deliver. The Customer must acknowledge the notice in writing. The Contractor must confirm delivery arrangements by email to the Customer's contact person in writing.
- 3.6** If the delivery requested by the Customer follows the delivery provisions included in this contract, the Contractor must satisfy the delivery request. If the Contractor cannot meet the requested delivery window, and the Contractor and the Customer cannot agree on an alternative delivery schedule, the Customer reserves the right to cancel the order and purchase from the next low responsive vendor or on the open market from another source. The Contractor must pay the difference in cost between the Contract price and the cost of the second vendor if it is higher than the Contract price. This cost may be deducted from any invoice that the Customer has with the Contractor. All costs will include, but are not limited to, the cost of the product, sales tax, and transportation charges.
- 3.7** If the Contractor acknowledges and accepts the order and fails to meet the required delivery window, the Customer reserves the right to assess liquidated damages as outlined in the contract.
- 3.8** If the Contractor cannot meet an established delivery window, they must notify the MnDOT District or CPV Member at least 24 hours prior to the start of the established delivery window to attempt to establish an alternate delivery schedule.
- 3.9** The Customer must provide the Contractor written documentation of the agreed upon delivery to assess liquidated damages.
- 3.10** If the Contractor fails to meet the delivery requirements and the purchasing entity has purchased road salt from another source per the terms of Section 3.6 of this contract, the 80% guarantee may not be enforced by the Contractor to the purchasing entity with late deliveries.

4. DELIVERY REQUIREMENTS.

All deliveries must be FOB Destination to the MnDOT or CPV member's storage facilities identified in the Price Schedule.

- 4.1** All loads must be covered. The Contractor must furnish covers on trucks of sufficient size, weight, and good condition, to protect the load from moisture and loss of material in transit. Loads not covered may be rejected or subject to a 10 percent deduction to the Contract Price on the tonnage shipped if the ordering agency accepts the shipment.

- 4.2 Conveyor Deliveries.** If the Contractor does not use conveyor unloading for those sites requesting conveyor unloading, a deduction of 10 percent will be made from the Contract price. In addition, any costs incurred by the MnDOT District or the CPV member to move the salt to the storage facility will be charged back to the Contractor. This will include, but is not limited to, any actual costs for equipment, labor, transportation charges and any applicable taxes.
- 4.3 Will Call Pickup.** Should a MnDOT location or CPV member desire to pick up the order, the Customer will be responsible for coordinating the time and place for pick up from the Contractor. The cost of the product will be adjusted to reduce the total delivered price by the cost of delivery to the Customer. The Contractor must use the source stockpile originally designated in their bid for the Customer's location unless the Customer agrees to pick up at an alternative stockpile. The Customer must confirm with the Contractor and restrictions on truck size or configuration prior to the Will Call Pickup.
- 4.4 Delivery Errors.** If the Contractor delivers the product to the wrong location or does not use the delivery method required, i.e., end dump, belly dump, etc., at the delivery site, the Customer may reject the load. Within two (2) days of notification, the Contractor must pick up the material and deliver it to the correct location or move the material as required, or the Customer may make the correction and charge all actual labor hours and equipment time back to the Contractor.
- 4.5 Alternate/Modified Delivery Locations.** The Customer may request to have contracted material delivered to an alternate location within areas serviced by the Contractor's source stockpile locations. In the effort to ensure public safety, the Contractor is required to make every reasonable effort to service alternative locations when requested by the Customer.

There are two different types of alternative locations:

- Contractor's Contract Site to Same Contractor's Contract Site
- Contractor's Contract Site to a Contractor's Non-Contract Site.

For the two types of alternative delivery locations, the Contractor must follow the process below:

- 4.5.1** For Contractor delivery of contracted material to the same Contractor's contract delivery site. The Contractor must provide delivery to the alternate site at the contracted price for the alternate site if product contracted are both served by the same source stockpile per the guaranteed provisions. If product contracted for the alternate site is not served by the same source stockpile, the Contractor will provide a quote to the Customer which details any potential change in delivery costs to the alternative Customer location with the base cost of the material remaining the same.
- 4.5.2** For Contractor delivery to a non-contract site. If the non-contract site is within the service area of the Contractor, the Contractor must provide a quote to the Customer with the product price and the delivery charges for the non-contract site. Acceptance of the quoted delivery charge or product pricing differences is at the discretion of the Customer.
- 4.6 Required Delivery Notification.** NO DELIVERIES MAY BE MADE WITHOUT PRIOR NOTIFICATION TO THE CUSTOMER. The Contractor must provide notice of intent to deliver at least 24 hours prior to the actual delivery and receive a confirmation in order to ensure that staff is available to inspect and receive the load.
- 4.7 Required Delivery Signature.** DELIVERIES UNLOADED WITHOUT OBTAINING SIGNATURES WILL NOT BE PROCESSED FOR PAYMENT. All MnDOT deliveries must be signed for by a representative of the State. The signature is required for verification of delivery and processing payment. It is recommended CPV deliveries are signed for by an authorized representative at the time of unloading.
- 4.8 Customer Pick Up.** Some CPV Members have indicated that agency pickup of material will be required. Contractors must have product available within 25 miles of the requesting agency locations except for the City of Maple Grove.

- 4.9 Load Sizes.** The Contractor is advised that the legal weight limit allowed on State highways will be strictly enforced. In the event a load is shipped to a delivery point which exceeds the legal load limits, the State may notify the appropriate law enforcement personnel of the overweight load.
- 4.10 Carrier.** The Contractor must use a carrier that meets all federal and State laws as required by the appropriate interstate transportation authority.
- 4.11 Weigh Scale Tickets.** All salt delivered under this Contract shall be weighed by the Contractor on an approved scale that meets all applicable specifications, tolerances, and other requirements of Minnesota Rules Chapter 7601. No Contractor will be allowed to use a publicly owned scale or to substitute boxcar or barge weights for this requirement. The State reserves the right to have the loads re-weighed for verification of weight, at a certified scale. The site for re-weighing shall be determined by the State. Weigh slips must be provided at the time of delivery. If requested, the Contractor must submit a copy of the current scale calibration certification.

5. SALT DELIVERY SCHEDULE REQUIREMENTS.

- 5.1** The Contractor will provide not less than 80 percent and up to 120 percent of the estimated Contractor totals available for delivery or pick up, as shown on the price schedule between the dates of June 1st through May 31st of the Contract term.
- 5.2** Deliveries to destinations requested by the Customer shall commence within 5 business days and be completed within 10 business days from the date agreed upon under Section 3.3 and 3.4 above, except as addressed in Section 5.3 and 5.5 below, unless other arrangements are agreed to in writing.
- 5.3** If the Customer does not specify a required delivery date, the delivery is assumed to commence within 5 business days and be completed within 10 business days from the order date and the Contractor must still confirm the delivery date(s) as specified in Section 3.2.
- 5.4** Orders larger than 1500 tons shall have an extra day to deliver per every additional 500 tons.
- 5.5 Early Fill.** Customers may request early fill orders, and they are encouraged as a means to effectively manage delivery and salt quality. Early Fill orders must be submitted by November 1 of the contract term. Early Fill salt will be delivered to the destination by direct transfer from a ship, barge, or rail car and not from the prior season's local salt stockpiles or another storage facility. The State will not accept material left over from the previous season for these orders. Delivery dates must be arranged by the Contractor with proper notice to the Customer (see Section 3.4), 75% of the early fill delivery must be completed to each location by November 10 of the contract term and 100% of the early fill must be completed by December 4th of the contract term. The customer is obligated to accept delivery of early fill salt upon proper notification by Contractor (see Section 3.5).
- 5.6 Seasonal Fill.** Seasonal Fill salt may be delivered from a stockpile or from a ship, barge, or rail car. Seasonal Fill orders are orders submitted from November 1 of the contract term to the end of the contract term.
- 5.7** Delivery dates are at the request of the Customer per Section 3 and 5 of these provisions.
- 5.8** From November 1 through the end of the Contract term, in the event of predicted or existing severe bad weather conditions, Contractors must begin providing product and service with 24 hours notification, seven days a week, 24 hours per day.
- 5.9** Holiday Schedule. In the event of predicted or existing severe bad weather conditions during an official State holiday – New Year's Day, Martin Luther King Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving or Christmas Day – the Contractor must provide product and service with 24 hours notification. The Contractor will provide agencies with a list of emergency personnel that can be contacted and who will be responsible for coordinating deliveries during holidays.

5.10 Delivery Times: All deliveries shall be made to the destination requested by the Customer and in the sequence specified on the order between the hours of 8:00 AM and 3:30 P.M., excluding Saturdays, Sundays, and holidays, unless other arrangements are agreed to, in writing, by authorized representatives of the Contractor and Customer.

5.11 Delivery Rate. The Contractor must confirm the delivery rate with the Customer prior to the beginning delivery. Unless other arrangements are agreed to in writing by authorized representatives of the parties, deliveries, once begun at a given delivery location covered on a delivery request, shall be continuous at a rate averaging three trucks per hour with no more than 90 minutes between any two deliveries to that delivery location unless mutually agreed to by the Contractor and the Customer. Deliveries begun to a given location but not completed within one workday shall resume at a rate averaging three trucks per hour with no more than 90 minutes between any two deliveries the following workday(s) until completed.

5.12 For the purposes of this solicitation, the term Business Day means any day other than Saturday, Sunday and any day which is a legal holiday in the State of Minnesota, see Section 5.4.

6. LIQUIDATED DAMAGES.

Unless the Contractor receives written approval for an alternative delivery schedule from the customer, liquidated damages will be assessed at the discretion of the Customer as outlined in this section and per the requirements of Section 3 and Section 5 for Delivery Requirements and Section 3 Order Processing.

For the purposes of this section, the following definitions are applicable:

6.1 Truck Load. The total tons of product delivered per truck load to the delivery location, i.e., estimated 20 to 25 tons per truck.

6.2 Delivery Order. The total tons ordered for a specific delivery date, i.e., 100 tons (five truckloads) due on _____ (customer's due date).

Foreign Material. Product shall be free from any foreign material at the point of delivery. Residue from truck beds such as coke, grain, coal, gravel, etc., or other materials not germane to sodium chloride may be cause for rejection. Any residue materials used in the production of the product, or any oversized materials found in the delivery order may be cause for rejection. Liquidated damages may be assessed from the day of rejection until replacement material is delivered.

6.3 Delivery Schedule. For the purpose of determining day one of a purchase order, the following rule will apply:

Purchase orders received on a specific day; the following day will be considered as the first working day of that order.

<u>Day Order Received</u>	<u>First Working Day</u>
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday

If the Contractor fails to deliver the order according to the required delivery date(s) on the purchase order or order form from the customer or alternate delivery date(s) as established as addressed in Section 3 and Section 5, Liquidated Damages on the undelivered quantities of the order will be assessed at the discretion of the Customer.

To apply liquidated damages, the Customer must have documentation of the alternative agreed upon delivery date.

6.4 Liquidated damages will be of \$1.00 per ton, per business day, on the undelivered portion of the order.

The customer may apply liquidated damages until the Contractor has satisfied the obligations of the purchase order.

7. INVOICES.

The Contractor will be required to submit invoices to MnDOT Districts that have single line billing – the combined cost of the salt and the cost for delivery as submitted in the Price Schedule and as contracted, unless an adjustment is made for an increase or decrease in the diesel fuel rate. In no event, including a change in transportation charges, will the total price submitted on an invoice for payment exceed the price offered by the Contractor. Failure to pay an invoice within 30 days due to pricing errors by the Contractor will not require an agency to pay an interest charge for late payments.

When an Alternative/Modified Delivery Location has been requested and agreed to by the Customer and Contractor the invoiced amount must reflect the modified material and/or delivery price per Section 4.5.

In all cases, for both MnDOT and CPV Members, any credits or debits for fuel surcharges, late deliveries, liquidated damages, etc., must be detailed and clearly shown on the invoice as a credit or debit, whichever is applicable, as a separate line item.

8. DEDUCTIONS OR LIQUIDATED DAMAGES NOTIFICATIONS.

8.1 The Customer should notify the Contractor as soon as possible of receipt of material out of specification or late delivery to assist the Contractor to take corrective action.

8.2 The Customer should notify the Contractor as soon as possible of the intent to take deductions or liquidated damages. The notice to the Contractor by the Customer of the intent take deductions or liquidated damages against the delivery (invoice) should be no later than 5 business days from the date of the delivery of the material.

9. FUEL SURCHARGES.

9.1 Fuel surcharges will only be allowed if the price per gallon of diesel fuel INCREASES more than 25 percent from the diesel fuel prices posted on April 17, 2023. The Midwest Region's retail prices were \$4.027/Gallon for diesel and \$3.527/Gallon of regular gas on April 17, 2023. These are the established prices which will be used for future fuel surcharge calculations.

9.1.1 For the 2024-2025 season, the fuel pricing used to establish fuel surcharges is amended to Midwest Region's retail prices at \$3.965/Gallon for diesel and \$3.465/Gallon of regular gas on April 15, 2024.

9.2 The fuel surcharge may only be applied to the delivery cost per ton from the Contractor's Minnesota depot to the Customer's location as offered on the Exhibit D: Price Schedule, not the product cost and transportation cost to the Minnesota depot.

9.3 The index used for the Contract will be the Gasoline and Diesel Fuel Update for the Midwest Region as posted by the Energy Information Administration at: <https://www.eia.gov/petroleum/gasdiesel/>. Once the fuel price returns to 25 percent or less of the fuel price on the day the Solicitation is due, surcharges may no longer be charged.

9.4 In the event the contract term is extended, the diesel fuel price will be set on April 15th of each succeeding contract year.

9.5 All requests for fuel surcharges must be submitted in writing and approved in writing by the AMS before they are put into effect. The State will determine the percent increase per ton that will be allowed on the

PRODUCT SPECIFICATION SECTION

1. **REGULAR ROAD SALT PRODUCT SPECIFICATIONS.** Road salt furnished under this Contract shall meet or exceed the requirements as outlined in the following specifications.
 - 1.1. **REGULAR ROAD SALT - ASTM-D-632, TYPE I, GRADE I- MODIFIED PER MnDOT SPEC. 3910, 2020 Edition** as modified below:
 - 3910.1 Scope. This Specification covers rock salt (sodium chloride) to be used for road purposes.
 - 3910.2 Requirements. The quality and grading of the salt shall conform to ASTM-D-632 for Type 1, Grade 1 material. At the time of delivery to the Customer, the salt shall not contain more than 2.0 percent moisture, and it shall be free of lumps, aggregations, foreign matter and be free flowing. The salt shall always maintain free flowing characteristics. The sodium chloride content shall be a minimum of 95.0%.
 - 3910.3 Samples and Testing.
 - 3910.3.1. Samples.

The State or CPV Members reserve the right to sample and inspect the salt at the Contractor's unloading and storage facilities or at the point of delivery. Sampling shall be done according to ASTM D 632 modified as described in MnDOT Laboratory Manual Section 2101.1 www.dot.state.mn.us/materials/labmanual.html.
 - 3910.3.2. Testing.

Moisture testing shall be done according to the Rock Salt Microwave Rapid Moisture Test, Rock Salt Moisture Balance Rapid Moisture Test or Rock Salt Oven Moisture Test (ASTM E 534 modified) as described in the MnDOT Laboratory Manual Sections 2101, 2102 or 2103 respectively. www.dot.state.mn.us/materials/labmanual.html.

Sieve Analysis shall be done according to the Rock Salt Gradation procedure as described in the MnDOT Laboratory Manual Section 2104.

The chemical analysis for determination of sodium chloride content shall be made in accordance with the Sodium Chloride Content by Silver Nitrate Titration (AASHTO T-260-6 modified) as described in the MnDOT Laboratory Manual Section 2105.
2. **TREATED SALT PRODUCT SPECIFICATIONS.** Any product offered must be on the Minnesota Department of Transportation (MnDOT) Approved Products List (APL) for Winter Chemicals. For definition purposes, for this Request for Proposal only, TREATED SALT is defined as follows:
 - 2.1. TREATED SALT is a mixture of Regular Road Salt, ASTM-D-632 Type I, Grade I, - Modified per MnDOT Specification 3910 and as modified in Section 1.1 above, blended with a corrosion inhibited magnesium chloride product for anti-icing or deicing and listed on the MnDOT Winter Chemical APL category "Corrosion Inhibited Sodium Chloride (solid)/Treated Salt". A product that has been blended with the Regular Road Salt specified above, and a corrosion inhibited magnesium chloride product that is listed on the MnDOT Winter Chemical APL category "Rock Salt Treating Additive (24% min MgCl₂)" will be considered pending a successful field trial evaluation by the MnDOT. The magnesium chloride-based product will also contain an agricultural processing residue or an alternative MnDOT approved agent that will depress the effective working temperature and decrease corrosiveness of the overall compound as well as prevent leaching of the treating solution.

Agriculture Processing Residue Products (APRP) is the concentrated liquid residues from the processing of grains and other agricultural products. They are derived from the processing of agricultural raw materials, primarily corn and beets. The liquid residues are typically combined with chloride solutions and/or rock

salt and the resulting mixture is applied to road surfaces and bridge decks for the purpose of anti-icing or de-icing.

Treated Salt must be blended by the Contractor prior to shipment to ordering agencies location(s).

- 2.2.** Anti-caking agents are not required in regular road salt that is used for TREATED SALT.
- 2.3.** Sodium Chloride. The resulting treated salt shall be not less than 91.2% Sodium chloride. The chemical analysis for determination of sodium chloride content shall be made in accordance with the Sodium Chloride Content by Silver Nitrate Titration (AASHTO T-260-6 modified) as described in the MnDOT Laboratory Manual Section 2105 www.dot.state.mn.us/materials/labmanual.html.
- 2.4.** Application Rate. There are two categories of product being solicited with different application rates as follows:
 - 2.4.1.** Category 1, One (1) ton of salt mixed with six (6) gallons, plus or minus (+/-) one-half ($\frac{1}{2}$) gallon of corrosion inhibited magnesium chloride product. The application rate shall be tested in accordance with the Treated Salt – Liquid Treating Agent Content method as described in the MnDOT Laboratory Manual Section 2106. www.dot.state.mn.us/materials/labmanual.html.
 - 2.4.2.** Category 2; One (1) ton of salt mixed with eight and one-half (8.5) gallons, plus or minus (+/-) one-half ($\frac{1}{2}$) gallon of corrosion inhibited magnesium chloride product. The application rate shall be tested in accordance with the Treated Salt – Liquid Treating Agent Content method as described in the MnDOT Laboratory Manual Section 2106. www.dot.state.mn.us/materials/labmanual.html.
- 2.5.** Leaching. Properly stored product (covered or inside) shall not have objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the storage facility.
- 2.6.** Moisture Content. At the time of delivery to the Customer, the moisture content shall be:
 - 2.6.1.** Category 1, less than 3.0% when tested by the Rock Salt Microwave Rapid Moisture Test, Rock Salt Moisture Balance Rapid Moisture Test or Rock Salt Oven Moisture Test (ASTM E 534 modified) as described in the MnDOT Laboratory Manual Sections 2101, 2101 or 2103 respectively. www.dot.state.mn.us/materials/labmanual.html.
 - 2.6.2.** Category 2, less than 4.0% when tested by the Rock Salt Microwave Rapid Moisture Test, Rock Salt Moisture Balance Rapid Moisture Test or Rock Salt Oven Moisture Test (ASTM E 534 modified) as described in the MnDOT Laboratory Manual Sections 2101, 2101 or 2103 respectively. www.dot.state.mn.us/materials/labmanual.html.
- 2.7.** PRE-TREATMENT AGENT. The liquid de-icer that is applied to the Regular Road Salt defined above must meet the following specification:
 - 2.7.1.** Pre-treatment Agent. A corrosion inhibited pre-treating agent with a minimum of 24% magnesium chloride. A MnDOT approved corrosion inhibited/treated salt blend that has been treated with magnesium chloride-based product will satisfy the pre-treatment agent requirement.
 - 2.7.2.** Corrosivity. The pre-treating agent shall have a corrosion value at least 70% less than that of Sodium Chloride when tested by the National Association of Corrosion Engineers Standard TM-01-69 as modified by the Clear Roads Consortium/Pacific Northwest Snowfighters Association.
 - 2.7.3.** Color. Products shall be dyed blue or green as part of the original manufacturer's production process. Acceptance of undyed product will be at the discretion of the ordering agency.
- 3.** TESTING. At its discretion, MnDOT and CPV members may test and inspect material from the Contractor's stockpile prior to delivery. MnDOT and CPV members may also test and inspect material at the Contractor's stockpile when so requested by the Contractor on material to be delivered to the various delivery points covered

in this Solicitation. MnDOT and CPV members will make every practical effort to meet this request. If not practical, or if insufficient lead time prevents pre-inspection, the salt will be inspected at the delivery point. MnDOT and CPV members may refuse future deliveries from any vendor stockpile from which samples testing greater than 2 % for Regular Road Salt; 3 % or 4% moisture for Category 1 Treated Road Salt or Category 2 Treated Road Salt respectively.

All salt delivered to the various delivery points is subject to final inspection, as delivered, at the discretion of the Agency field personnel.

When inspected at the delivery point, the salt shall conform to the product specifications as outlined in the Solicitation, subject to the following modifications:

- 3.1.** When more than 20 tons are delivered to a specified location on a single purchase order, a tolerance in gradation of 5 percentage points will be permitted for sieves #4, #8, and #30 on the average gradation of the loads delivered.
- 3.2.** Any delivered salt that fails to meet specification requirements may be rejected at the Customer’s discretion. If the urgency of circumstances makes it necessary, the State may accept the salt and make payment in accordance with the schedule of deductions listed below.
- 3.3.** Salt that is rejected and not used shall be removed by the Contractor and immediately replaced with product that conforms to specification at no additional cost to the Customer.
- 3.4.** In the event salt is used that fails to meet specification requirements, a deduction will be made from the Contract price as follows:
 - 3.4.1.** Chemical Composition. For each 0.1 percentage point deficiency in sodium chloride content, a deduction of one percent (1%) of the Contract price per ton will be made, except if the sodium chloride content is found to be less than 85 percent, at which time the salt may be rejected. Salt that is rejected and not used shall be removed by the Contractor, at their expense, and immediately replaced with product that conforms to specification at no additional cost to the Customer.
 - 3.4.2.** Gradation. For each one (1) percentage point outside the limits permitted by the specification for each sieve size, a deduction of one percent (1%) will be made from the Contract price.
 - 3.4.3.** Condition. For salt received in a lumpy condition which requires reprocessing by the agency in order to make it usable, a deduction in payment will be made in an amount equal to the cost of the reprocessing work done by the Customer in order to put the salt into a usable condition. All actual costs will be itemized and submitted to the Contractor with the invoice which has the deduction taken.
 - 3.4.4.** Moisture Content. For purposes of deductions, the following chart and provisions will apply:

Regular Road Salt Moisture Deduction Table					
% Moisture	Deduction	% Moisture	Deduction	% Moisture	Deduction
2.01-2.09	10%	2.5-2.59	25%	3.0-3.09	40%
2.1-2.19	13%	2.6-2.69	28%	3.1-3.19	43%
2.2-2.29	16%	2.7-2.79	31%	3.2-3.29	46%
2.3-2.39	19%	2.8-2.89	34%	3.3-3.39	49%
2.4-2.49	22%	2.9-2.99	37%	3.4 & UP	50%

- 3.4.5.** Treated Rock Salt moisture: The maximum allowable moisture content for Treated rock salt shall not exceed 3% for Category 1 and 4% for Category 2 according to Section 2.6. Moisture Deductions for Treated rock salt shall be according to the regular rock salt table in Section 4.4.4 modified to add 1 % for Category 1 and 2% for Category 2 to each % Moisture range.
- 3.4.6.** If the Contractor makes salt deliveries totaling 200 tons or more of salt to a contracted maintenance area with an average moisture content for all loads which fail moisture content requirements exceeding 3.0 for Regular Road Salt; 4.0 percent for Category 1 Treated Salt or 5.0 percent for Category 2 Treated Salt, that maintenance area may request the Department of Administration (Admin) to cancel the Contractor's Contract award for the area. If Admin does cancel the Contractor's award for that area, the next interested low responsive vendor will be awarded the Contract for the affected delivery points. If there are any cost differences for subsequent purchases (between the first and next interested low responder), the State will charge the full increase in cost and handling, if any, to the defaulting Contractor. If product is ordered on the open market and there is a cost difference between the actual price and the defaulting Contractor's price, the State will charge all actual costs, if any, to the defaulting Contractor.
- 3.4.7.** All deductions will be made from payments due to the Contractor. If there is an outstanding balance due from the Contractor, and there are no open invoices available to make deductions from, the Contractor will issue a check to the customer for the balance due. The Contractor may be ineligible to receive awards on any future Solicitations until reimbursement and reconciliation has been completed for liquidated damages or other costs incurred by the State due to the Contractor's non-performance.

If loads from a specific stockpile are being delivered to the Customer that consistently exceed moisture specification requirements, the Contractor will devise alternate testing methods at the Customer's discretion.