

**MASTER AGREEMENT #033126****CATEGORY: Snow and Ice Handling Equipment, Supplies, and Accessories****SUPPLIER: Buyers Products Company, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Buyers Products Company, Inc., 9049 Tyler Blvd., Mentor, OH 44060 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 11, 2030, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #033126 to Participating Entities. In Scope solutions include:
 - a. Plows, blades, wings, blowers, and snow removal brooms;
 - b. Distribution equipment (spreaders or sprayers) designed for the application of de-icing or anti-icing solids or liquids;
 - c. Snow melting equipment; and,
 - d. Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling.

Proposers may include a complementary offering of services, parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in subsections a. – d. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

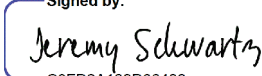
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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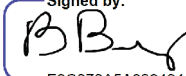
Sourcewell

Buyers Products Company, Inc.

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/15/2026 | 8:52 PM CDT

Signed by:

E3C878A5A039494...

By: _____
Brian Beury
Title: Municipal Sales Manager

Date: 6/15/2026 | 5:08 PM CDT

RFP 033126 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Buyers Products Company, Inc.
9049 Tyler Blvd.
Address: Mentor, OH 44060
Contact: Sarah Fielder
Email: sfielder@buyersproducts.com
Phone: 440-974-7766 1109
HST#:

Submission Details

Created On: Tuesday February 10, 2026 07:03:17
Submitted On: Tuesday March 31, 2026 14:39:17
Submitted By: Sarah Fielder
Email: sfielder@buyersproducts.com
Transaction #: c6a2d946-2191-4904-8dcb-afd24f4ef23a
Submitter's IP Address: 147.243.65.176

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Buyers Products Company, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes, Buyers will be the responsible Supplier that will execute the master agreement.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Buyers Products Company, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Buyers cage code is: 9X737 and our UEI is FJ1ZUDVD3BB5.	*
5	Provide your NAICS code applicable to Solutions proposed.	The following NAICS codes are applicable for this proposal: • 423120 • 423810 • 336212 • 336211 • 336390 • 333120 Also, the following SIC codes that are applicable to this proposal: • 50130119 • 37140000 • 37130207 • 37149903 • 35310812	
6	Proposer Physical Address:	Buyers Products Company, Inc. 9049 Tyler Blvd. Mentor, Ohio 44060	*
7	Proposer website address (or addresses):	https://www.buyersproducts.com/	*
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Brian Beury Municipal Sales Manager 9049 Tyler Blvd. Mentor, Ohio 44060 BBeury@buyersproducts.com 440-974-7766 ex 1063	*
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Brian Beury Municipal Sales Manager 9049 Tyler Blvd. Mentor, Ohio 44060 BBeury@buyersproducts.com 440-974-7766 ex 1063	*

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sarah Fielder Account Coordinator 9049 Tyler Blvd. Mentor, Ohio 44060 SFielder@buyersproducts.com 440-974-7766 ext. 1109 Frank Dickinson Director of Municipal Sales 9049 Tyler Blvd. Mentor, Ohio 44060 FDickinson@buyersproducts.com 440-974-7766 ext. 1220 Justin Severa Senior Project Manager 9049 Tyler Blvd. Mentor, Ohio 44060 JSevera@buyersproducts.com 440-974-7766 ext. 1200 Joe Gondek Director of Marketing 9049 Tyler Blvd. Mentor, Ohio 44060 JGondek@buyersproducts.com 440-974-7766 ext. 1009
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Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Buyers Products Company – Quality. Value. Availability. When winter weather strikes, municipalities, contractors, and fleet operators depend on reliable equipment to keep roads safe and commerce moving. For nearly eight decades, Buyers Products Company has been the trusted partner ensuring that dependability, growing from a modest truck parts distributor in 1946 into a leading American manufacturer specializing in work truck and snow & ice management equipment. Third-Generation Leadership & Values-Driven Culture: As a third-generation, family-owned company, Buyers Products operates with a unique advantage—we answer to our customers and employees, not shareholders or private equity firms. This independence allows us to make decisions based on long-term relationships, product innovation, and customer satisfaction rather than quarterly profit pressures. Our core values of pride, passion, and urgency permeate every aspect of our operations, from engineering to customer service. Snow & Ice Industry Expertise: Our comprehensive snow and ice product line—including spreaders, plows, salt spreaders, and winter maintenance accessories—represents decades of real-world testing, customer feedback integration, and continuous improvement. We understand that when the forecast calls for snow, there's no room for equipment failure. Lives depend on clear roads, and our equipment delivers when it matters most. American Manufacturing Excellence: All engineering, manufacturing, and assembly operations remain in the United States, ensuring quality control and supporting American jobs. Our vertical integration provides complete control over product integrity, from initial design through final delivery. This approach enables us to respond quickly to customer needs and maintain the reliability that snow removal professionals demand during critical weather events. Innovation Through Customer Partnership: Our commitment to listening drives continuous innovation. Hundreds of custom projects completed annually—from specialized municipal spreaders to contractor-specific plow configurations—demonstrate our ability to adapt and evolve with industry needs. When customers face unique challenges in snow and ice management, Buyers Products delivers engineered solutions that work. This foundation of family values, American manufacturing, and deep industry expertise positions Buyers Products as the trusted partner for Sourcewell members who require dependable snow and ice management solutions when winter weather strikes. The Buyers family of American manufacturing companies also includes: Concord Road Equipment – Mentor, OH- Established in 1976 and expanded to include upfitting of medium and heavy-duty trucks, primarily for the municipal market. Regularly produced equipment includes heated asphalt haulers, liquid asphalt kettles, leaf and chip boxes, material spreaders, hydraulic post pullers, and more—each designed and manufactured with the company's longstanding commitment to quality and reliability. Rotational Molding Technologies Inc. (RomoTech) – New Paris, IN- International manufacturer of custom rotationally molded plastics and services for original equipment manufacturers. Progressive Powder Coating – Mentor, OH- Industrial powder coating for parts up to 30 feet in length. Boomerang Rubber, Inc. – Botkins, OH- TS16949 and ISO14001certified manufacturer of recycled reinforced rubber mud flaps, bed mats, and agricultural products.
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12	What are your company's expectations in the event of an award?	In the event of an award, Buyers Products Company, Inc. will execute the Master Agreement with Sourcewell and will serve as the responsible supplier in both the United States and Canada. We are committed to delivering exceptional value to Sourcewell members through our comprehensive approach: Quality Product Delivery: Provide industry-leading snow and ice management equipment backed by our reputation for durability, reliability, and innovation Maintain rigorous quality control standards ensuring every product meets or exceeds specifications Leverage our extensive manufacturing capabilities and supply chain management to ensure consistent product availability Sales and Distribution Excellence: Deploy our active network of experienced sales representatives across assigned geographic territories to support Sourcewell members Utilize our established relationships with dealers and distributors to provide local market expertise and responsive service Integrate Sourcewell contract opportunities into our comprehensive sales and marketing strategy Comprehensive Support Infrastructure: Manage seamless delivery logistics through our proven distribution network Provide technical support and product expertise specific to snow and ice industry applications Offer training and educational resources to help Sourcewell members maximize equipment performance and safety Partnership Commitment: Work collaboratively with Sourcewell to promote contract utilization and member satisfaction Provide regular reporting on contract performance, sales metrics, and member feedback Participate in Sourcewell marketing initiatives and member education programs Our expectation is to become a trusted, long-term partner that consistently delivers value, reliability, and superior service to Sourcewell members across the snow and ice management industry.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Buyers Products Company demonstrates financial strength and stability through consistent revenue growth, strong profit margins, and disciplined cost management. Our operations generate positive cash flow, allowing us to reinvest in product quality and innovation while maintaining financial resilience. We also maintain a solid balance sheet with low debt levels and sufficient liquidity to navigate market fluctuations. Long-term supplier agreements and efficient inventory management help us control costs and ensure stable pricing for our buyers. In addition, our track record of meeting financial commitments and delivering reliable products builds trust with customers and partners. This financial stability ensures we can support our products over the long term, provide consistent quality, and scale production to meet demand. Please find the attached DNB (Dun and Bradstreet) on Buyers Product Company. • PAYDEX rating 72 • D&B rating 1R3

14	What is your US market share for the Solutions that you are proposing?	Buyers Products is a major provider of truck equipment both in the USA and Canada with international entities as well. Our footprint in the industry grows exponentially on a yearly basis. Buyers Products estimates its US market share to be approximately 25% of the market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Buyers Products sells internationally - in US dollars. All currency conversions will be done by our dealer/distributors. Buyers Products estimates its Canadian market share to be approximately 15%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Buyers Product Company has not filed for bankruptcy, and has zero plans of filing, but would keep Sourcewell informed in that extremely unlikely situation.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Buyers Products Company is best described as a manufacturer; we employ our own sales force that supports the sales network of our dealers / distributors; and we also employ tech service personnel to support the service network of our dealers /distributors. Our dealers / distributors are separately owned and employ their own sales and service teams, this allows Buyers Products / Concord Road Equipment to have presence in all 50 states, all providences of Canada, and more.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	This is not applicable. Buyers Products Company is not required to have certification / licenses, but we are a verified member of NTEA and registered manufacturer of trailers with the NHTSA.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no debarments or suspensions to report, however Sourcewell would be informed in that unlikely situation.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Buyers Products / Concord Road Equipment maintains an active membership within the following industry organizations, and its employees have served in various roles throughout the past 5 years. Buyers Products is proud to be recognized by Grainger as a top 5% supplier for outstanding growth and performance. Buyers Products is proud to be recognized by Herc Rentals as one of its top three partners and a leading go-to provider for parts and equipment needs. - NTEA MVP member- Dave Zelis -Our Vice President of Strategy and Development Sales currently holds the - Executive VP position - SIMA Snow and Ice Management Association - APWA- American Public Works Association - NATDA- Northern American Trailer Dealer - NATM- National Association of Trailer Manufacturers - STAFDA - Specialty Tools and Fasteners Distributors Association	*

21	What percentage of your sales are to the governmental sector in the past three years?	Buyers Products' sales to a governmental sector is about 50%, Concord Road Equipment sales to a governmental sector is about 92%.	*
22	What percentage of your sales are to the education sector in the past three years?	Buyers Products sales to an education sector is about 10%, Concord Road Equipment sales to an education sector is about 10%.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Buyers Products holds the DOT contracts for the following: - Ohio @ \$7.2 Million - Kentucky @ \$3 Million - Wyoming @ \$2 Million - Idaho @ \$1.5 Million - Montana @ \$1.5 Million - New Jersey @ \$1.5 Million - California @ \$1 Million - Texas @ \$1 Million - Florida @ \$900,000.00 - Virginia @ \$800,000.00 - Oklahoma @ \$750,000.00 - Maine @ \$700,000.00 - Louisiana @ \$500,000.00 - Washington \$500,000.00 - Connecticut @ \$350,000.00 - Mississippi @ \$300,000.00	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyers holds a GSA contract that has annual sales of approximately \$500,000.00.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ohio DOT	Doug Burke	614-351-2836	*
Kentucky DOT	Christa Goins	502-229-3705	*
Oklahoma DOT	Clay Norrell	405-521-2550	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	Buyers Products Company maintains a comprehensive sales and support network that spans all 50 states, Canada, and multiple international markets. Our team includes 23 dedicated outside sales representatives who provide full regional coverage across the U.S. and Canadian provinces. We also employ a Director of Snow & Ice, a Director of Municipal Sales, and Directors of Sales for both the East and West territories. Supporting them are three highly experienced Municipal Sales Managers who work directly with government customers—teaching, training, mentoring, and helping develop government sales in partnership with our dealer network. To ensure exceptional customer support at every stage, Buyers Products staffs 13 fulltime customer service professionals and 20 fulltime engineers and technical specialists. This team is always available to answer questions, process orders, and guide customers efficiently. In addition, more than 500 authorized dealers sell our snow and ice equipment. Each dealer has fully trained teams ready to assist with product selection, installation, service, and ongoing support. Buyers Products' authorized dealers are equipped to provide service and warranty coverage across all 50 states and Canada. Today, every State Department of Transportation across the United States utilizes some form of Buyers Products equipment within their fleet.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Buyers has extensive sales and service network (listed on www.buyersproducts.com) under Find a Distributor, plus, a fully staffed customer service team and sales personnel across all 50 states and Canada. Please visit https://www.buyersproducts.com/dealerlocator for help locating a dealer.	*
28	Service force.	Buyers Products Company maintains a sales and support force and network that spans all 50 states, Canada, and multiple international markets. Our team includes, but is not limited to, our outside sales representatives who provide full regional coverage across the U.S. and Canadian provinces and our dealers and distributors. Buyers Municipal Sales Managers who work directly with government customers are there to help with teaching, training, mentoring, and helping develop government sales in partnership with our dealer network. To ensure exceptional customer support at every stage, Buyers Products staffs 13 full-time customer service professionals and 20 full-time engineers and technical specialists. This team is always available to answer questions, process orders, and guide customers efficiently. In addition, more than 500 authorized dealers sell our snow and ice equipment. Each dealer has fully trained teams ready to assist with product selection, installation, service, and ongoing support. Buyers Products authorized dealers are equipped to provide service and warranty coverage across all 50 states and Canada. Today, every Department of Transportation across the United States utilizes some form of Buyers Products equipment within their fleet.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Buyers Products will hold the Sourcewell contract and allow our distributors to utilize our contract in their sales process. Orders will be placed with Buyers Products distributor/dealers, our dealers are able to fully service our product.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Buyers Products maintains a comprehensive customer service program designed to deliver exceptional support throughout the entire customer journey, from initial inquiry through post-purchase support. Customer Service Team Structure: Dedicated customer service team of 13 professionals handling inquiries across multiple channels Specialized technical support staff with deep product expertise for snow and ice management equipment 8 product specialists focused on application-specific guidance and troubleshooting Bilingual support capabilities for our North American customer base Multi-Channel Response Capabilities: Phone support with average response time of 5 rings and 90% of calls answered within 1 minute Email inquiries responded to within 24 hours during business days Web-based inquiries processed within 24 hours Emergency technical support line for critical operational issues Service Process & Procedures: Comprehensive CRM integration through our IFS enterprise system for complete customer interaction tracking. Order tracking and proactive communication for all shipments Standardized follow-up procedures to ensure issue resolution and customer satisfaction Performance Commitments: Ship any standard pricelist order within 2 weeks or less of receipt Technical support response within 48 business hours Order confirmation within 1 hour 80% first-call resolution rate for standard inquiries Service Excellence Incentives: Customer satisfaction scoring system with monthly team performance reviews Response time metrics tracked and rewarded through employee recognition programs Continuous training programs to maintain product knowledge and service standards Annual customer service excellence awards based on customer feedback and performance metrics Quality Assurance: Regular call monitoring and coaching sessions Customer feedback surveys following service interactions Monthly reporting and continuous improvement initiatives Integration with Sourcewell-specific service protocols for cooperative purchasing members
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Buyers team is equipped and ready to serve Sourcewell participating entities with a comprehensive range of products and services, backed by responsive support and a strong commitment to partnership.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Buyers Product is equipped and willing to provide our full range of products and services to Sourcewell participating entities in Canada, supported by established distribution channels, responsive customer service, and a strong commitment to partnership.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Buyers Products covers all 50 states and Canada. There are not any areas that will not be covered.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	When awarded there are not any participating Sourcewell entity sectors that Buyer Products would not allow to have access to our products through our distributor/ dealer network.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific restrictions or requirements that would not allow Buyers Products to support Hawaii or Alaska.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Buyers will extend terms when needed to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Buyers Products will implement a comprehensive, multi-channel marketing strategy to maximize visibility and utilization of this Sourcewell contract opportunity across our extensive digital and traditional marketing platforms. Digital Marketing Integration: • Prominent placement of Sourcewell logo and contract number in our website footer with dedicated contract explanation page linking to Sourcewell's website • Integration across our robust digital ecosystem including BuyersProducts.com and ConcordRoadEquipment.com • Leveraging our impressive 2025 digital performance: 9.7-million-page views, 32 million events tracked, and 770,000 active visitors • Comprehensive social media promotion across all Buyers Products social media channels including Facebook, Instagram, Twitter, and LinkedIn Print and Digital Advertising: Sourcewell logo and contract number inclusion in targeted advertising across key industry publications including but not limited to: • Superintendent's Profile • The Municipal • Ohio Township News • Northwest Ohio APWA • SSEMC Expo • Hard Hat Expo • Landscape Ontario (in partnership with Muskoka) • South Carolina APWA • National APWA Marketing Materials Integration: • Sourcewell branding incorporated into all print collateral including brochures, sales flyers, product catalogs, and technical specification sheets • Trade show materials and booth displays at over 50 shows in 2025 with a combined attendance of nearly 500,000 decision makers in the trucking industry featuring the Sourcewell partnership- Through Flags, Banners, Stickers or any POP (point of purchase) items that Sourcewell will provide. • Email marketing campaigns highlighting contract benefits to government and educational prospects Strategic Outreach: • Municipal publication partnerships for enhanced reach to government decision-makers • Direct dealer and distributor communication ensuring channel awareness and promotion • Integration with our marketing automation platform for targeted campaign delivery This comprehensive approach ensures maximum exposure across both digital and traditional channels, reaching key decision-makers in government, education, and institutional markets where Sourcewell contracts provide the greatest value.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Digital Platform Excellence: • Robust marketing website featuring our complete product catalog, rich educational content, intelligent "where to buy" locator, and dedicated customer portal for streamlined purchasing • Multi-platform social media strategy across Facebook, Instagram, Twitter, and LinkedIn, with expanding professional presence targeting fleet managers and industry decision-makers Advanced Marketing Technology Stack: • Recently implemented marketing automation platform (2024) integrated with our new CRM system launching in late 2026, enabling sophisticated lead nurturing and customer journey mapping • Major investment in IFS enterprise system providing comprehensive data integration and enhanced customer insights across all touchpoints • Precision email marketing campaigns utilizing behavioral data and browsing patterns to deliver personalized, relevant content to specific user segments • Advanced analytics and metadata tracking to optimize campaign performance and customer engagement Data-Driven Marketing Approach: Our technology investments, including the IFS enterprise system, enable us to track customer behavior, preferences, and purchasing patterns across all channels, allowing us to deliver targeted messaging that resonates with specific market segments while maintaining our position as a trusted industry leader. This integrated approach has significantly enhanced our marketing ROI and strengthened our relationships with both dealers and end-users across the trucking and snow removal industries.
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39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell serves as a vital cooperative purchasing authority and strategic marketing partner, significantly amplifying contract visibility and accessibility for government, education, and nonprofit organizations nationwide. Sourcewell's promotional infrastructure includes official press releases, comprehensive website integration, searchable contract directories, targeted member communications, and coordinated social media campaigns that reach thousands of potential buyers who rely on cooperative purchasing for efficiency and compliance. Integration into Buyers Products' Sales Strategy: Sales Team & Channel Enablement: • Comprehensive training for our direct sales force and extensive dealer network on Sourcewell contract utilization, pricing structures, and closing processes • Integration of Sourcewell opportunities into our CRM system for enhanced tracking, reporting, and pipeline management • Development of Sourcewell-specific sales materials and proposal templates Customer Service Excellence: • Specialized training for our customer service team to identify and prioritize Sourcewell-specific inquiries and issues • Dedicated processes for handling Sourcewell contract questions, compliance requirements, and member support needs • Enhanced tracking capabilities within our IFS enterprise system to flag and expedite Sourcewell-related service requests Digital Marketing Integration: • Prominent Sourcewell logo and contract number placement across our industry-leading website and marketing materials • Targeted email campaigns highlighting Sourcewell benefits to government and education prospects • Social media strategy featuring Sourcewell partnership and contract advantages • Integration with our new marketing automation platform and IFS enterprise system for seamless lead management Strategic Promotional Collaboration: • Joint webinars and educational sessions leveraging Sourcewell's member network • Participation in Sourcewell trade shows and member events • Coordinated marketing campaigns that maximize reach to cooperative purchasing decision-makers This integrated approach ensures that our Sourcewell partnership becomes a cornerstone of our government and institutional sales strategy, driving increased contract utilization while providing maximum value to Sourcewell members.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Buyers Products solutions are available through multiple e-procurement channels to ensure seamless purchasing for government and educational customers. While we operate through our established dealer and distributor network rather than direct sales, we have strategically positioned our products for e-procurement accessibility:	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Buyers Products will offer training for Sourcewell members: 1. Training Availability: For All Products on the Contract: Training is provided for every product listed under the Sourcewell contract. This ensures comprehensive support and knowledge for all products covered by the contract. 2. Target Audience: Sourcewell Members: The training is specifically available to members of Sourcewell ensuring they can effectively utilize and support the products they purchase. 3. Cost: Free of Charge: The training is offered at no cost to Sourcewell members, making it accessible and beneficial without additional expenses. 4. Training Administration: Sales and Technical Staff: The training is conducted by Buyers Products' experienced sales and technical staff. This ensures that participants receive expert guidance and detailed information relevant to both sales and technical aspects of the products. 5. Training Content: Comprehensive Coverage: The training covers all aspects of the products, from basic features and benefits to more advanced technical details, equipping Sourcewell members with the knowledge needed to make informed decisions and provide support. For Sourcewell members interested in this training, they should contact their Dealer and/or Buyers Products sales team directly to arrange for training sessions and get more information on scheduling and content.	*
42	Describe any technological advances that your proposed Solutions offer.	Buyers Products continues to push the boundaries of technological innovation, providing advanced, high-performance solutions that elevate efficiency and versatility for government, commercial, and retail customers.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Buyers Products is committed to incorporating environmentally responsible practices across our product lines and operations. A few examples include: 1. Electric spreaders that reduce fuel consumption and emissions, offering a greener and more cost-effective solution. 2. Mudflaps manufactured using recycled materials. 3. Poly spreaders offered as an alternative to stainless or carbon steel. 4. Heavy-duty rubber mud flaps and wheel chocks made from recycled rubber. 5. Wooden pallets that are ground down and repurposed into mulch. 6. Powder coating in lieu of liquid painting to eliminate VOC emissions. 7. Cardboard and plastic recycling	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Buyers Products has not received third-party eco-labels, environmental ratings, or sustainability certifications (such as ISO 14001, Cradle-to-Cradle, EcoVadis, or UL environmental certifications) for the solutions included in this proposal. While no external certifications apply, the equipment is engineered to support environmentally responsible operations through material-efficient design, reduced waste generation, and controlled application systems that help lower emissions and conserve natural resources.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Sourcewell entities often need multiple equipment categories from a single supplier. Buyers Products offers a wide range of snowplows, spreaders, pushers, toolboxes, hydraulics, towing equipment, lighting, and truck/trailer components, allowing agencies to consolidate sourcing and simplify procurement and reduce lead times.	*

46	Describe any control layout and automation features such as joystick-based controls, integrated touchscreens, preset operating modes, or automated blade/broom/spray functions your solution offers to reduce operator workload and minimize repetitive motions.	Buyers Products offers ergonomic handheld and joystick-style controllers for SnowDogg plows, designed with large, easy-to-press buttons and intuitive layouts to reduce strain during long operations. These controllers support functions such as lift, lower, angle, and float with minimal hand movement. SaltDogg spreaders use digital control boxes that allow operators to adjust material flow, spinner speed, and auger output from a single interface. These systems help maintain consistent application rates and reduce the need for constant manual adjustments. This can be used with ground speed or GPS for nearly hands-free operation. For agencies using anti-ice or pre-wet systems, Buyers Products supports integrated controls that allow operators to manage liquid flow rates alongside granular material output. This helps maintain balanced application without juggling multiple devices.
47	Describe any high-visibility features such as reflective or LED plow markers or enhanced lighting packages your equipment offers.	Buyers Products offers a range of LED lighting and visibility enhancements designed to improve operator awareness and equipment visibility during demanding winter operations. The SnowDogg Illuminator LED Plow Lights deliver exceptional brightness—twice as bright as standard halogens while using half the power—providing clear illumination in low-visibility conditions. Several lighting options incorporate heated LED lenses, such as the SAM Low Profile Heated LED Plow Lights, which actively prevent snow and ice buildup. These lights maintain consistent output throughout storms and offer a significantly longer service life than traditional halogens. Additional visibility features include: *Reflective plow markers for clear blade-edge visibility *High-visibility polycarbonate lenses on universal light kits *Integrated amber park/turn bulbs for improved on-road signaling Buyers Products also supplies universal snowplow light kits that mount directly to plows and include complete wiring harnesses for seamless installation. These kits are engineered for durability, road readiness, and reliable performance in harsh winter environments.

48	Describe any protective guarding, emergency stop features, audible or visual alerts, or temperature-aware sensors your equipment offers.	Buyers Products designs many components with heavy-duty steel construction, reinforced housings, and protective enclosures that shield moving parts and hydraulic components from impact, debris, and weather exposure. This includes toolboxes, hydraulic system housings, and structural guards used across plows, spreaders, and truck-mounted equipment. These protective elements help reduce accidental contact with mechanical systems and extend equipment life in harsh environments. While Buyers Products does not publicly list a dedicated “emergency stop” button for plows or spreaders, several built-in design elements function as operational safeguards: Controller-based shutoff — handheld and digital controllers for plows and spreaders allow operators to immediately stop hydraulic or material-delivery functions. Float and overload-protection modes — plow systems include float functionality that reduces stress on equipment and prevents sudden, unsafe blade movements. Hydraulic system protection — sealed, reinforced hydraulic components reduce the risk of leaks or sudden failures during operation. These features collectively help operators halt or stabilize equipment quickly when needed. Buyers Products offers a wide range of warning lights, strobes, lightbars, and marker lights used on municipal and commercial vehicles. These systems provide high-visibility alerts to surrounding traffic and pedestrians. Key visual-alert offerings include: Amber strobe lights for hazard visibility LED lightbars for 360-degree awareness Directional and marker lights for signaling and equipment edge visibility Stop/turn/tail lights integrated into truck and trailer systems These lighting solutions are engineered for durability and are widely used in public-works fleets. Several Buyers Products lighting systems incorporate heated LED lenses, which automatically melt snow and ice buildup to maintain visibility during storms. These heated lights are especially valuable for plow operators working in heavy precipitation. Additional winter-aware features include: Polycarbonate lenses that resist cracking in extreme cold Sealed electrical components to prevent moisture intrusion Durable steel and aluminum housings designed for freeze-thaw cycles These design choices help ensure consistent performance in severe winter conditions. Together, these systems reduce operator workload and risk by: Improving visibility in low-light or storm conditions Reducing accidental contact with moving or high-pressure components Providing rapid control over hydraulic and spreading functions Maintaining lighting performance in freezing weather Enhancing vehicle visibility to other drivers These attributes are especially important for municipal and public-works fleets that operate in hazardous winter environments.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	When appropriate, Buyers Products Company leverages strategic partnerships for sourcing, services, and sales to support supplier diversity goals, small business initiatives, subcontracting plans, and key socio-economic procurement objectives.
50		Minority Business Enterprise (MBE)	☒ Yes ☐ No	While Buyers Products is not classified as a Minority Business Enterprise (MBE), several of our authorized dealers and distributors may meet this designation. When applicable, we can identify and engage MBE-certified partners within our distribution network to support the customer's diversity, equity, and inclusion procurement goals.
51		Women Business Enterprise (WBE)	☒ Yes ☐ No	While Buyers Products is not classified as a Women Business Enterprise (WBE), several of our authorized dealers and distributors may meet this designation. When beneficial to the project, we can identify and collaborate with WBE-certified partners within our network to support the customer's supplier diversity objectives.
52		Disabled-Owned Business Enterprise (DOBE)	☒ Yes ☐ No	While Buyers Products is not classified as a Disabled-Owned Business Enterprise (DOBE), several of our authorized dealers and distributors may fall under this designation. When advantageous to the project, we can identify and partner with DOBE-certified organizations within our network to support the customer's supplier diversity and inclusion objectives.
53		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	While Buyers Products is not classified as a Veteran-Owned Business Enterprise (VBE), several of our authorized dealers and distributors may fall under this designation. When beneficial to the project, we can identify and collaborate with VBE-certified partners within our network to support the customer's supplier-diversity goals.
54		Service-Disabled Veteran-Owned Business (SDVOB)	☒ Yes ☐ No	While Buyers Products is not classified as a Service-Disabled Veteran-Owned Business (SDVOB), several of our authorized dealers and distributors may fall under this designation. When advantageous to the project, we can identify and collaborate with SDVOB-certified partners within our network to support the customer's supplier-diversity and inclusion objectives.
55		Small Business Enterprise (SBE)	☒ Yes ☐ No	While Buyers Products is not classified as a Small Business Enterprise (SBE), several of our authorized dealers and distributors may fall under this designation. When advantageous to the project, we can identify and collaborate with SBE-certified partners within our network to support the customer's supplier-diversity and procurement objectives.
56		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	While Buyers Products is not classified as a Small Disadvantaged Business (SDB), several of our authorized dealers and distributors may fall under this designation. When beneficial to the project, we can identify and collaborate with SDB-certified partners within our network to support the customer's supplier-diversity and procurement objectives.
57		Women-Owned Small Business (WOSB)	☒ Yes ☐ No	While Buyers Products is not classified as a Women-Owned Small Business (WOSB), several of our authorized dealers and distributors may fall under this designation. When beneficial to the project, we can identify and collaborate with WOSB-certified partners within our network to support the customer's supplier-diversity and procurement objectives.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Buyers Products has the following payment terms and options: 1. Payment Terms: Net 30: This means that payment is due 30 days from the date of the invoice. This is a common payment term that allows customers 30 days to pay for their purchases. 2. Accepted Payment Methods: ACH Transfers: Automated Clearing House (ACH) transfers are accepted, allowing for electronic payments directly from a bank account. Visa and Mastercard: Major credit cards, including Visa and Mastercard, are also accepted for payments. These options provide flexibility for customers to choose a payment method that suits their preferences and needs. If you need more details about how to set up ACH transfers or have questions about payment processing, contacting Buyers Products.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Buyers Products does not offer leasing or financing options for their products, but these additional services may be available from our dealers/distributors.
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Buyers Products manages its sales and contract administration: 1. Sales Through Dealer Network: Indirect Sales: Buyers Products sells its products through an extensive network of authorized dealers. We do not sell directly to Sourcewell agencies or end users. 2. Contract Administration: Contract Management: Buyers Products administers the Sourcewell contract for their dealers. This involves overseeing and ensuring compliance with the contract terms. PO Issuance: Purchase Orders (POs) are issued directly to Buyers Products' dealers. These dealers handle the actual sales transactions and customer interactions. 3. Reporting: PO Documentation: Dealers are responsible for providing Buyers Products with copies of the POs they receive. Quarterly Sales Report: Buyers Products compiles a quarterly sales report based on the POs provided by the dealers. This report is submitted to Sourcewell to keep them informed of sales activity and compliance with the contract. This system ensures that while Buyers Products will interact directly with Sourcewell agencies, they maintain oversight and provide necessary reporting through their dealer network. Dealers are required to provide Buyers Products with copies of PO's they receive involving contract purchases.
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Buyers Products does not accept P-card (Purchasing Card) payments directly; however, the authorized distributors or dealers may choose to accept P-card payments. The decision to accept P-cards is at the discretion of the individual dealer.
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcewell customers will receive a discount from the standard list price. This price list includes the full list of SKU numbers on the catalog items that will be listed on the Sourcewell contract. Please see the attached price file.
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	A 20% discount from Buyers Products standard list price is being offered to Sourcewell members and is shown in the attached pricelist.
64	Describe any quantity or volume discounts or rebate programs that you offer.	The provided pricing shows both the list price (MSRP) and the 20% discounted price available to Sourcewell members; no additional discounts are available as standard; however large quantities may be able to receive an additional discount on a case by case basis.

65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Buyers Products or the Buyers authorized Dealer will quote any nonstandard options or customizations separately on a case-by-case basis. Pricing on these items will come from the Buyers Products sales team or authorized dealer.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation or customization services for any line items on the contract are available at a rate of \$150.00 per hour.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Here is a summary of the shipping options: Preferred Carrier: Buyers Products will coordinate shipping with the Sourcewell member's preferred carrier. Freight Collect: The member can arrange to pay for freight upon delivery. Prepay and Add Freight: Buyers Products or local Dealers can prepay for shipping using their contracted carrier for the region and then add the freight cost to the invoice. Our Sales and Logistics team can provide individual solutions to Sourcewell members during the RFQ (request for quote) process.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Here is a summary of the shipping and fee details: Shipping Methods: Buyers Products will ship using the Sourcewell member's preferred forwarder or according to the member's shipping instructions. No Special Shipping Programs: Buyers Products does not offer any special shipping programs for these areas. Duties and Fees: Buyers Products does not cover any duties or fees related to shipping. If you have any more questions or need assistance with shipping arrangements or handling duties and fees. Our export team is happy to help manage this on a preorder basis.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Buyers Products doesn't have any specialized distribution or delivery methods beyond the standard options. They will rely on the Sourcewell member's preferred arrangements for shipping and do not offer any unique methods in the proposal. If you have any specific requirements or need to discuss alternative options, you might need to make arrangements directly with the supplier or look into other providers who can accommodate special distribution needs.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Here's how Buyers Products will handle Purchase Orders (POs): Self-Audit of POs: Buyers Products will perform a self-audit on POs accepted through distributors or members. Customer Reporting Process: There will be a reporting process in place to ensure POs are submitted with the correct contract pricing. Tracking and Recording: Buyers Products will track shipments and record administrative fees associated with the orders.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	When Buyers Products is awarded the contract, the following steps will be taken: Sales Meetings: Buyers Products will arrange meetings with the sales staff to review the details of the contract. Dealer Training: Buyers Products will work with and train dealers on the program's operations and how to sell within the contract's guidelines. Contract Review: Buyers Products will review the contract terms to ensure they understand and comply with Sourcewell guidelines for administration and compliance. If you need further information on any of these steps or how they will be implemented, feel free to ask to reach out to sales team with any questions.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Buyers Products will pay a 2% administrative fee to Sourcewell on completed transactions involving Sourcewell.	*
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Buyers Products is offering 20% off MSRP, this is better pricing than historically offered on purchasing contracts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
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74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	This proposal includes a full suite of Solutions designed to support year-round municipal and commercial maintenance operations. Buyers Products offers an extensive portfolio, and each major category includes specialized sub-solutions tailored to different vehicle classes, operating environments, and performance requirements. Where applicable, there are solutions that may be provided to meet budget, availability, or fleet-standardization needs. * Snow Plow Solutions A complete range of plow systems engineered for municipal, highway, and commercial applications. Subcategories include: -Municipal Snow Plow Hitches – Heavy-duty hitch systems designed for quick attachment and compatibility with municipal-grade plows. -Municipal Highway Plows – High-capacity plows built for interstate and arterial road clearing, optimized for durability and long service life. -Snow Pushers- strong and reliable containment plow for contractors looking to clear large areas of hard-packed snow and ice (i.e. Parking Lots). -Underbody Plows – Mid- and rear-mounted plows for precise road-surface maintenance, ideal for scraping compacted snow and ice. -Wing Plows – Auxiliary plows that expand clearing width and improve operational efficiency on wide roadways. -Commercial Plows – Versatile plows suitable for contractors, private fleets, and light-duty municipal work. *Salt & Material Spreader Solutions A broad selection of material-handling spreaders designed for controlled distribution of salt, sand, brine, and blended materials. -Tailgate Spreaders – Compact spreaders mounted to pickup or utility vehicle tailgates for flexible, small-scale operations. -Poly Construction Hoppers – Corrosion-resistant poly hoppers for medium-duty material distribution. -Stainless Steel Mid-Sized Hoppers – Durable, mid-capacity hoppers for municipal and commercial fleets. -Stainless Steel Large-Format Hoppers – High-capacity units engineered for heavy-duty, continuous-use applications. -Under-Tailgate Spreaders – Integrated spreaders mounted beneath dump bodies for seamless material delivery. -Combination Dump-Body Spreaders – Dual-purpose bodies that function as both dump beds and high-capacity spreaders, maximizing fleet versatility. * Snow-Melting & Liquid Application Solutions Advanced liquid-based systems designed to enhance winter maintenance efficiency and reduce material usage. -Direct-Application Liquid Spray Systems – Equipment for applying anti-icing and de-icing liquids directly to road surfaces. -Liquid Pre-Wetting Systems – Systems that apply liquid to granular materials to improve adhesion and reduce bounce-and-scatter. -Brine Manufacturing Systems – On-site brine production units for cost-effective, consistent liquid material supply. -Liquid Storage & Distribution Systems – Tanks, pumps, and distribution infrastructure for safe, efficient storage and handling of brine and other liquids. Used Equipment does become available , and would be offered to our Sourcewell customers when applicable.
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75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Buyers Products offers a broad portfolio, and each major product category includes several more specialized subcategories. Many of these subdivisions are based on specific design features or the intended vehicle size, from UTV, pick up or to class 8 chassis- Buyers Products will have a product to fit your needs. For example: *Snowplows -Municipal snowplow hitches -Municipal highway plows -Underbody plows -Wing plows -Commercial plows -Snow Pushers *Salt Spreaders -Walk-behind spreaders -Tailgate spreaders -Poly construction hoppers -Stainless steel mid-sized hoppers -Stainless steel large-format hoppers -Under-tailgate spreaders -Combination dump-body spreaders *Snow-Melting Equipment -Direct-application liquid spray systems and equipment -Liquid pre-wetting systems and equipment -Brine manufacturing systems and equipment -Liquid storage and distribution systems	*
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Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Plows	☒ Yes ☐ No	Buyers Products Company offers a full range of snow plows—from large municipal plows to compact residential models. Our capabilities include both standard catalog plows and custom one-off designs tailored to unique requirements. Please see the attached Municipal and SnowDogg catalogs for details.	*
77	Blades	☒ Yes ☐ No	Buyers Products Company offers Snowplow Aftermarket Manufacturing (SAM) parts. We offer steel, carbon, poly urethane blades. Please see the attached SAM and Municipal catalogs.	*

78	Wings	☒ Yes ☐ No	Buyers Products Company offers a full range of wing plows—from trip edge to none trip wings. Our capabilities include both standard catalog wings and custom one-off designs tailored to unique requirements. Please see the attached Municipal catalog on pages 14-15 for details.	*
79	Blowers	☐ Yes ☒ No	Buyers Products does not offer Blowers. However, Buyers Products is regularly adding products to our offering based on customer demand.	*
80	Snow Removal Brooms	☐ Yes ☒ No	Buyers Products does not offer Snow Removal Brooms. However, Buyers Products is regularly adding products to our offering based on customer demand.	*
81	Distribution equipment (spreaders or sprayers) designed for the application of de-icing or anti-icing solids or liquids	☒ Yes ☐ No	Buyers Products offers de-icing /anti-icing equipment, in gas, hydraulic, and electric applications. Please see the attached Anti-Ice System catalog.	
82	Snow melting equipment	☒ Yes ☐ No	Buyers Products Company delivers a complete portfolio of snow-melting and material-spreading equipment designed to perform in every environment—from heavy-duty municipal operations to small-scale property maintenance. Our offering spans high-capacity municipal spreaders, compact walk-behind units, and everything in between. We provide both standard catalog models and fully customized, one-off spreaders engineered to meet unique operational needs. Customers can enhance performance with a wide range of installation and equipment options, including lightbars, pre-wet systems	
83	Dump bodies, specialty equipment, and air or hydraulic systems, related to upfitting or modification primarily for snow and ice handling	☒ Yes ☐ No	Buyers Products provides a full line of dump bodies, specialty equipment, and integrated air and hydraulic systems designed for vehicle upfitting and modification. These solutions support the demanding needs of snow and ice management, enabling fleets to operate safely, efficiently, and with maximum reliability throughout the winter season. Our equipment is engineered to integrate seamlessly with plows, spreaders, anti-ice systems, and other winter-maintenance tools, giving operators a complete, ready-to-work package built for harsh environments and heavy use.	

84	Parts, supplies, accessories, and services related to the upkeep, repair, or maintenance of the offering of equipment described above	☒ Yes ☐ No	Buyers Products supports every piece of equipment we manufacture with a comprehensive line of parts and accessories designed for service, repair, and routine maintenance. Our inventory covers plows, wings, spreaders, anti-ice systems, dump bodies, hydraulic components, and all related hardware described throughout this brochure. Customers can rely on readily available replacement parts, upgrade kits, and maintenance accessories to keep their fleets operating safely and efficiently throughout the season. Detailed product information is available in our attached catalogs, and additional resources can be found at www.buyersproducts.com .
85	Describe in detail any complementary and additional services included in your proposal for services such as snow and ice handling as a service, contracted work, or other services related to the snow and ice handling equipment offered. Provide details related to third parties involved and how the services are provided to agencies.	☒ Yes ☐ No	Buyers Products, together with our nationwide network of dealers and distributors, ensures customers have access to readily available replacement parts, upgrade kits, and maintenance accessories to keep their fleets operating safely and efficiently throughout the season. This support covers every major product line—from plows and wings to spreaders, anti-ice systems, dump bodies, and hydraulic components. Detailed product information can be found in the attached catalogs, where customers can explore the full range of service and maintenance solutions available.

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - BPC Pricelist 2026-04 (Sourcewell Snow & Ice).pdf - Tuesday March 31, 2026 14:37:46
- [Financial Strength and Stability](#) - BUYERS PRODUCTS COMPANY-DUNS017723156_03-27-2026.pdf - Friday March 27, 2026 11:35:42
- [Marketing Plan/Samples](#) - Sourcewell_webpage-marketing-2026.pdf - Tuesday March 31, 2026 11:23:29
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - SAMPLE ORDER.pdf - Monday March 30, 2026 13:09:06
- Requested Exceptions (optional)
- [Upload Additional Document](#) - ALL-SnowIceCatalogs.pdf - Tuesday March 31, 2026 14:19:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brian Beury, Municipal Sales Manager, Buyers Products Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Snow_and_Ice_Handling_Equipment_RFP_033126 Fri March 20 2026 03:28 PM	☒	1
Addendum_3_Snow_and_Ice_Handling_Equipment_RFP_033126 Wed March 18 2026 09:58 AM	☒	1
Addendum_2_Snow_and_Ice_Handling_Equipment_RFP_033126 Mon March 16 2026 01:38 PM	☒	1
Addendum_1_Snow_and_Ice_Handling_Equipment_RFP_033126 Fri March 13 2026 08:32 AM	☒	1