



ATTACHMENT A: PROPOSAL REQUIREMENTS & SPECIFICATIONS

EQUALIS GROUP: WASTE & RECYCLING CONTAINERS WITH RELATED SOLUTIONS

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Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder’s Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: *Technical Proposal – Bidder Name.docx*.

For sections of Attachment A structured like the example below, simply click in the green cell or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
This is a sample question. Do not provide a response.		

For sections of Attachment A structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement.

1.1.2.	Financing. Does your company offer any financing options or programs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
This is a sample question. Do not provide a response.			

1.2. Use of Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder’s electronic Technical Proposal submissions and uploaded to Bonfire should include in the following order: i) Technical Proposal, ii) Bidder’s name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to Section 2.2.1., the following electronic file name would be appropriate: *Technical Proposal – Bidder Name – Section 2.2.1. – Financial Statements.pdf*.

Section 2. Bidder Overview & Qualifications

2.1. Company Information

2.1.1.	Company Name & Address.	
Company Name:	Busch Systems International Inc.	
Headquarters Street Address:	81 Rawson Avenue	
City, State & Zip Code:	Barrie, ON L4N 6E5	
Main Telephone Number:	1-800-565-9931	
Website:	http://www.buschsystems.com/	
2.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
	Formed in 1985 as Busch Coskery and incorporated in 1991 as Busch Systems International Inc.	
2.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	Incorporated in Ontario as a private corporation.
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

2.2. Financial Strength & Legal Considerations

2.2.1.	Financial Strength. Provide three (3) years of company and any parent company financial statements or other documents that speak to the financial strength of the company, such as the most recent Annual Report to Shareholders and 10K Report (if applicable) or audited financial statements, including income statement and balance sheet. <i>Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.</i>	
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Please see Financial Wellness Letter included. Note that this item (letter) is a Trade Secret.	
2.2.2.	Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
None	
2.2.3.	Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
None	
2.2.4.	Mandatory Contract Performance Disclosure. Pursuant to <u>RFP Section 3.13</u> , disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any "formal claims" for breach of those contracts. For purposes of this disclosure, "formal claims" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
None	
2.2.5.	Mandatory Disclosure of Governmental Investigations. Pursuant to <u>RFP Section 3.14</u> , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.
None	

2.3. Industry Qualifications

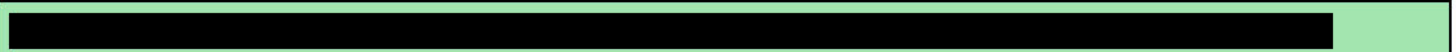
2.3.1.	Company Identification. How is your organization best identified? Is it a manufacturer, distributor/dealer/reseller, or service provider?
Manufacturer	
2.3.1.1.	Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization 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?
Not Applicable	
2.3.1.2.	Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP.
Busch Systems will service this contract directly via own Sales and Customer Service teams.	
2.3.2.	Industry Experience. How long has your company provided products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?
35 years. 75% of our revenue is from quoted products.	
2.3.3.	Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded. If your company does not currently provide services nationwide, describe your plans/timeframes to achieve nationwide service provision, if applicable.
Busch Systems services all States in the U.S.	
2.3.4.	Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when, and why did your company lose any referenced certifications?
Not required for Busch products. Carriers we use for delivery are C-TPAT certified.	

2.4. Public Sector Focus

2.4.1.	Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?
<div style="background-color: black; width: 100%; height: 15px;"></div>	



2.4.2. **Education Success.** What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?



2.4.3. **Government Success.** What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?



2.4.4. **Public Sector Strategic Growth Plan.** Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions? *For clarity, the figures requested are to include revenue generated through cooperative contracts (see question 2.4.1) and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.*

We plan to increase direct sales to both verticals by 10%. Initiatives currently underway to this end:

- Public Admin:
 - Dedicated Business Development Manager and Account coordinator for all public admin sales
 - Large effort to have our reps focus on contract sales; new marketing deliverables, shareable price lists, [redacted]
 - Adding contract logo's to our Public-Admin public website
 - Webinar focused on Public admin-relatable content
 - Custom Email signatures used exclusively by Public Admin sales rep
- Education:
 - Dedicated Business Development Manager and Account Manager for all Education-based customers
 - Enhanced marketing support
 - Dedicated education website page
 - Higher education association member
 - Webinars focused on higher education

Percentage of sales to local governments and educational institutions is 32%, except in 2020, when it was 25%. Revenue amounts not disclosed.

2.5. Customer References

2.5.1.	<p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> • Customer name and location; • Customer contact person and their title, telephone number, and email address; • A brief description of the products and services provided by your company; • Customer relationship starting and ending dates; and, • Notes or other pertinent information relating to the customer and/or the products and services your company provided.
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[Redacted content]

[Redacted content]

2.6. Insurance Coverage

2.6.1.	<p>General Liability, Property & Automobile Insurance. If your company is selected as the Winning Supplier, during the term of any agreements between your company and Equalis Group, and for two (2) years following expiration or termination of such agreements, your company, at its own expense, will maintain and will require that its agents, subcontractors, or suppliers engaged in your company's performance of its duties under such agreements, maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under such agreements. Confirm that your company either a) has, or b) will purchase insurance coverage as described herein.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Busch Systems insurance reflects requirements based on supply only of products via common carrier/courier with no on-site activities.

2.6.2.	<p>Employee Dishonesty – Members. The Winning Supplier shall be held fully liable for any and all dishonest acts of its employees and/or its subcontractor's employees. Coverage must be provided for Third Party Employee Dishonesty, covering all employees and all officers of your company and any subcontractors, in an amount not less than \$100,000 per occurrence. Confirm that your company either a) has, or b) will purchase insurance coverage as described above covering all employees and all officers of your company, in an amount not less than \$100,000 per occurrence for each Equalis Group Member utilizing the Program.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Busch Systems does not have and will not purchase this type of coverage. Mistreatment of customers is grounds for automatic dismissal at Busch, and while we have never had any issues of that type, as a normal course of business our company would certainly "make it right" if something was misrepresented. Reputation is everything for a company like ours.

Section 3. Products and Services

3.1. Products & Services

3.1.1.	<p>Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal. IMPORTANT: this description along with the products and services outlined in the</p>
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	<p>Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>
<p>We are offering sales and delivery of a comprehensive line of recycling and waste containers and systems, as well as their accessories, and specialties such as lockable, secure disposal containers, public area stations for indoors or outdoors, designer office containers, and products customized for specific projects or programs. Also included are kitchen organics collection containers, dorm/apartment recyclers, PPE collection containers, event containers, and units that incorporate wipes dispensers and accommodate sanitizer dispensers. All products are manufactured in North America, with minimum 35% recycled content, and are 100% recyclable. Please see our 2021 catalog included. A link to each product priced is included in Attachment B.</p>	
3.1.2.	<p>Compatibility. Describe your product’s compatibility with refuse collection vehicles.</p>
<p>Not applicable to products quoted.</p>	
3.1.3.	<p>Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>
<p>We are able to accommodate requests for additional products that we already distribute, or that require minimum orders to produce. In addition, we are able to offer custom-stamping, custom colors, custom signage, or similar personalizations of most products quoted. We are also able to supply products that complement our containers, such as sanitizing wipes, sanitizer, dispenser stands, and dispenser brackets. Shipping & handling is an “open market” item; please see details in Attachment B.</p>	
3.1.4.	<p>Customized Offering. Describe how you are able to customize the program offering to Equalis Group Members.</p>
<p>We are able to customize physical aspects of a number of our products to accommodate particular collection programs, subject to minimum quantities. Special delivery arrangements can be made for project roll-outs or difficult delivery locations, subject to quoting.</p>	
3.1.5.	<p>Differentiators. Describe what differentiates your company’s products and services from your competitors.</p>
<p>As a smaller company, Busch Systems has the flexibility to respond to the specific requirements of each project. We are able to personalize our products to offer our customers branded containers that accommodate their collection program. Unlike contract manufacturers, or distributors of a large variety of outdoor furniture or custodial supplies, we have been specifically designing and manufacturing recycling and waste collection containers for 35 years, testing them for the uses and abuses they will be subjected to.</p> <p>Our in-house Graphics department works directly on each project with the Sales and Manufacturing teams to help ensure quality artwork, and the creation of the desired signage and labels.</p> <p>Our Account Managers are experts at assisting customers with waste diversion and zero-waste initiatives in both the public and private sectors and our staff also includes an Environmental Consultation team, allowing us to provide an additional, higher level of consultation.</p>	

3.1.6.	<p>Manufacturing. Describe your manufacturing process and any advantages it offers over your competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection & quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>
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Manufacturing takes place in Ontario and Quebec, Canada, using materials and components sourced within Canada and the United States from trusted suppliers with whom we have long-standing relationships.

Products are manufactured from steel, melamine, and plastic (via molding and roto-molding from HDPE and LDPE), and include from 35 to 100% recycled content. Quality inspection and testing occurs at the manufacturing level and in environmental situations, to the specifications of an internal documented Quality Control system.

While we specialize in personalization and customization of our existing products, we do not custom manufacture per project, therefore you can rest assured that the Busch Systems products you purchase, and their components, are manufactured to well established standards, and will be available for purchase in the future.

3.2. Additional Features

3.2.1.	<p>Value Add. Describe any other features or capabilities relating to this RFP that would improve or enhance the Program. Your response may include, but is not limited to, additional products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.</p>
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When purchasing Busch Systems containers, our customers receive free consulting assistance with waste diversion projects large or small, to help assure that the containers purchased have the most relevant signage, are placed in the most optimum areas, and that the containers themselves are the most economical or appropriate to their setting and application.

To assist customers in planning their collection needs, we also provide our on-line Resource Center, with access to free use of :

- Collection Software
- Collection Analytics
- Geographical Information (Diversion Rates/CO2 Emissions, etc.)
- Educational Resources (Teaching Tools, Certifications, E-books, Power Points)
- How-To Guides
- Articles
- Recycling Tools (Station Calculator, Bin Capacity Calculator, etc.)
- Facts Database
- Glossary of Recycling Terms

Located here: <https://www.buschsystems.com/resource-center/>

In addition, our website features informative blogs and articles related to sustainability and waste diversion. We host frequent webinars that are free to attend and can provide virtual product introduction or training through our virtual trade show room.

All of our products include recycled content, with some that are closed loop products and many components that are made from 100% post consumer recycled content. In addition, our R & D Department is always researching further materials, sources, and finishes in order to increase the durability and post consumer recycled content in our products, to offer a larger variety of materials to our customers, further decrease our carbon footprint, and to stay ahead of trends in the industry.

We are able to transact with customers via EDI, or Nav-to-Net e-commerce in addition to taking orders via phone, fax or email.

3.3. Additional Offerings

3.3.1.	Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats</u> .
Not applicable	

3.4. Warranty

3.4.1.	Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal</u> .
<p>Standard warranty for Busch Systems products is one year against manufacturing defects from delivery to customer dock. We may choose to provide extended warranties for large projects at no charge.</p> <p>Busch Systems will accept returns and exchanges up to 45 days after delivery for most stock products. Some exceptions apply. Custom stamped, custom color, and modified products are final sale.</p> <p>Damaged or defective products will be replaced free of charge with shipping charges assumed by Busch Systems. Note any damages or shortages on the Bill of Lading, and if concealed damages/defects are discovered afterwards, please notify Busch Systems and provide photos as soon as they are discovered. Please do not refuse delivery or return products without contacting Busch Systems first, as we must provide a Return Authorization, arrange pick-up, etc. per our Quality System.</p> <p>Please see our Returns/Exchanges/Warranty document included.</p>	

Section 4. Business Operations

4.1. Logistics

4.1.1.	Distribution Capabilities. Describe how Bidder proposes to distribute the products/services in Bidder's defined geographic reach.
Delivery via common carrier or courier from trusted international suppliers such as UPS.	
4.1.2.	Distribution Centers. Provide the number, size, and location of Supplier's distribution facilities, warehouses, and retail network as applicable.
Products are shipped from our warehouses in Barrie, Ontario.	
4.1.3.	Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.
Delivery via common carrier or courier from trusted international suppliers such as UPS.	
4.1.4.	Optimized Shipping. Describe how the products included in your proposal can be packaged for optimal shipping efficiency.
Ordering products in pallet quantities provides the best shipping rates. We often work with entities that are in close proximity to one another to consolidate their shipments together to reduce shipping costs and emissions.	
4.1.5.	Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers.
Fill rate is 98%. Delivery times ARO for in-stock products range from 3 to 5 days for short runs to 3 weeks for more distant delivery locations.	
4.1.6.	On Time Delivery Rate. Provide your average on-time delivery rate.
97%	
4.1.7.	Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.
Expedited delivery can be quoted to Members for in-stock products. Items that can be shipped via courier are more easily expedited, however, items that are too large or heavy for couriers will be subject to the fastest LTL available.	

4.2. Customer Service

4.2.1.	Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers,
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	parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.
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Busch Systems will service this contract directly from our location in Barrie with our own Customer Service team. Business hours are 8:30 AM to 5:00 PM ET. Members can call 800-565-9931 to be directed to the appropriate Customer Service representative for their needs.

4.2.2.	Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.
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Our Account Coordinators receive the customer complaint and act to resolve it, with the assistance of the necessary departments (i.e. manufacturing, quality control, logistics, etc.), escalating the issue to the Sales Manager if resolution is not immediately forthcoming. An example:
 For delivery issues, the appropriate Account Coordinator in conjunction with our Logistics team immediately works with the customer and the carrier to resolve live delivery issues. For problems reported after delivery, a correction is made (i.e. carrier sent to perform re-delivery to correct building), or delivery charges refunded if appropriate. For any delivery issues, Busch Systems will work with the carrier to get the best rate for the customer when the issue is customer error, and assumes the cost when it is our error or our carrier's error.

4.2.3.	Product Returns. Describe your product return policy and procedures.
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Busch Systems will accept returns and exchanges up to 45 days after delivery for most stock products. Some exceptions apply. Custom stamped, custom color, and modified products are final sale.

A re-stocking fee may apply in some circumstances.

Damaged or defective products will be replaced free of charge with shipping charges assumed by Busch Systems. Note any damages or shortages on the Bill of Lading, and if concealed damages/defects are discovered afterwards, please notify Busch Systems and provide photos as soon as they are discovered. Please do not refuse delivery or return products without contacting Busch Systems first, as we must provide a Return Authorization, arrange pick-up, etc. per our Quality System.

Please see our Returns/Exchanges/Warranty document included.

4.3. Order & Invoice Processing; Payment

4.3.1.	Purchasing Options. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and resellers, if applicable.
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Busch Systems will be the single point of contact for this contract.

4.3.2.	Order Process. Describe your company's quote or proposal development and order submission process.
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Our Sales team works with the customer to determine their collection program visions and needs, provides waste collection consulting and recommends the most appropriate and cost-effective containers if desired. Then we work with the customer on any required customizations and graphics and provide a written quotation. Vendor registrations or other customer-required documents are completed for new customers, and in turn, customers are asked to complete an account information sheet to ensure accurate entry into our system.

When the order is received, it is entered into our order management system and monitored by the Account Coordinator and Customer Service team. When the order is ready, we ship via common courier or carrier. There is ongoing communication with the customer throughout and follow-up after order receipt. Lead time and in-hand dates are part of the initial conversations with the customer. If it is determined during the order process that an item will be unexpectedly delayed, the customer is informed, and asked whether short-shipments are acceptable.

4.3.3. **Invoice Process.** Describe your company's invoicing process.

Invoices are generated electronically via PDF as soon as the order ships.

4.3.4. **Payment.** What are your standard payment terms? What methods of payment do you accept?

Standard payment terms are Net 30 days from date of invoice, on approved credit. We also accept pre-payment via credit cards or checks.

4.3.5. **Financing.** Does your company offer any financing options or programs? Yes No

Busch Systems does not offer financing.

4.4. Members Contracting for Services

4.4.1. **Customer Set Up.** Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?

Vendor registrations or other customer-required documents are completed for new customers, and in turn, customers are asked to complete an account information sheet to ensure accurate entry into our system. We will determine with the customer what their preferred ordering method is to be, and what resources (i.e. literature etc.) they would like to receive. Customer's orders are identified as specific contract orders to facilitate reporting of sales.

4.4.2. **Customer Agreements.** Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements. Yes No

No customer agreements; only a credit application form.

4.5. Sustainability, Reclamation, and Recycling Initiatives

4.5.1.	<p>Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.</p>
<p>When choosing our products, you are not only selecting a quality product, but also choosing a recycling and waste container solution that is designed and manufactured with its carbon footprint in mind. Manufactured and assembled in Canada from U.S. and Canadian raw materials, all our containers are 100% recyclable and made with a minimum 35% recycled content, with some products containing from 65% to 100%. We publish our own sustainability goals and progress on our website at: https://www.buschsystems.com/en-ca/about-busch-systems/sustainability/</p> <p>Our R & D Department is always researching further sources in order to increase the Post-Consumer recycled content in our products, to offer a larger variety of materials to our customers, to further decrease our carbon footprint, and to stay ahead of trends in the industry.</p> <p>We also assist visitors to our Resource Center with free waste diversion monitoring tools.</p> <p>A great deal of thought and research has gone into our product packaging to reduce it to an absolute minimum, while still securely protecting our products. We use FSC certified corrugate in our packaging. As much as possible, Busch Systems is working towards paperless, environmentally friendly business transactions with both our vendors and customers.</p> <p>Social Sustainability: An important part of sustainability is also our social environment. Busch Systems is an active member of many recycling associations across the US and Canada, and supports a number of charities, both company-wide and on an individual associate level. As a corporation, Busch Systems is involved in countless local and international initiatives through financial or product donations, or team participation in raising funds for a wide variety of causes that support not only our community, but the communities that our customers call home. We're dedicated to our philanthropic efforts on and off the clock. Our charitable activities are published at https://www.buschsystems.com/en-ca/about-busch-systems/charity-involvement/</p>	

Section 5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1.	<p>Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager.</p>
<p>Executive Contact : Christine Landry, Sales Manager Tel: 800-565-9931 ext. 1070 Fax: 705-722-8972 Email: christinal@buschsystems.com</p>	

Contract Manager/Reporting Contact: Michaela Nagy, Contracts Specialist
 Tel: 80-565-9931 ext 1360
 Fax: 705-722-8972
 Email: michaelan@buschsystems.com

Primary Sales Contact Person: Ryan Miltimore, Business Development Manager
 Tel: 800-565-9931 ext. 1690
 Fax: 705-722-8972
 Email: ryanm@buschsystems.com

Marketing Contact: Michelle Dunn, Business Development Manager
 Tel: 800-565-9931 ext. 1220
 Fax: 705-722-8972
 Email: michelled@buschsystems.com

All personnel listed has an extensive background in contract sales, including many years of service at Busch Systems, providing the products quoted.

5.1.2. **Sales Organization.** Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

Our Sales department is located at our Barrie, Ontario facility and includes Business Development Managers, Account Managers, Account Coordinators, Customer Service, Contracts, all of whom report to the Sales Manager. The Sales Manager in turn reports to the VP of Sales Strategy. The team is comprised of 18 team members.

5.2. Contract Implementation Strategy & Expectations

5.2.1. **Five (5) Year Sales Vision & Strategy.** Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.

We currently have the following activities under improvement or in development in order to increase our sales in public administration and education verticals in the United States and Canada:

- Public Admin:
 - Dedicated Business Development Manager and Account coordinator for all public admin sales
 - Large effort to have our reps focus on contract sales; new marketing deliverables, shareable price lists, [REDACTED]
 - Adding contract logo’s to our website
 - Webinars focused on Public admin-relatable content

- Custom Email signatures used exclusively by Public Admin sales rep
- Education:
 - Dedicated Business Development Manager and Account Manager for all Education-based customers
 - Enhanced marketing support
 - Dedicated education website page
 - Higher education association member
 - Webinars focused on higher education

If awarded, immediate activities will include a kick-off meeting, marketing to Members via logo and link on our website, Facebook, Twitter etc.; Customer trade publications; Trade shows; e-blasts to customers who have signed up; cold-calling, recommendations to customers who contact us for pricing.

5.2.2.	Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5.2.3.	Revenue Objectives. What are your sales revenue objectives in each of the five (5) years if awarded this contract?	
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Section 6. Administrative Requirements

6.1. Admin Fee & Reporting

6.1.1.	Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the Attachment D – Model Administration Agreement .	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Negotiate
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Click here to provide additional commentary, if necessary.

6.1.2.	Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Click here to provide additional commentary, if necessary.



RETURN POLICY

It is important to Busch Systems that you are satisfied with our products and service. In the unlikely event that you are not satisfied for any reason, please refer to the following instructions regarding returns and warranties.



ALL Returns Require A Return Authorization Number.

RETURNS



Switching to another bin style or color? Simply need to return your purchase? We're here to help! Busch Systems accepts returns up to 30 days after delivery for most stock products; some exceptions apply. Items must be unused and in original packaging. Please note that custom-stamped/built-to-order/modified/discontinued/closeout products and most promotional items are final sale. All returns will be subject to a 25% restocking fee and freight charges.

DAMAGES OR DEFECTS



If your items arrive damaged or defective, **it must be noted on the Bill of Lading before signing for your shipment.** Additionally, send us pictures of the packaging and the damaged/defective product for assessment as this will help us expedite your claim. Please also save all salvageable packaging if possible. We will be happy to repair/replace your products free of charge and arrange the return freight. Don't worry— the shipping charges are on us! Contact a Customer Service Team member at (877) 715-1715 or customerservice@buschsystems.com within 15 days of receipt of your product to submit your claim.

GENERAL WARRANTY

All Busch Systems products are warrantied for one (1) year from the date of purchase. This manufacturers limited warranty covers against any manufacturing defects, when the products are used as intended. Some exceptions apply.



HOW TO PROCESS YOUR RETURN:



1. DOCUMENT & CONTACT

Contact our Customer Service Team at (877) 715-1715 or customerservice@buschsystems.com right away to begin the return process. If applicable, immediately make notations on the Bill of Lading, photograph discrepancies/damages/defects, etc.



2. REQUEST YOUR RETURN AUTHORIZATION

The important Return Authorization form and RMA number will be emailed to you once the return process has begun.



3. REPACK YOUR ITEMS

All products must return in original packaging and include the fully completed Return Authorization form. The RMA number must be clearly written on all returning cartons/pallets.



4. SHIP IT!

Prepare the carton/pallet for the carrier; we'll take care of the rest! If you choose to ship the products yourself, we strongly recommend using a reputable shipping carrier capable of providing proof of delivery. Contact our Customer Service Team with the carrier name and tracking number so we can ensure the return is processed in a timely manner. Once we receive your package we will complete the return process and issue a Sales Credit Memo.



IMPORTANT: In the event that a returned order has items missing or damaged without prior indication, the value of the missing/damaged items may be deducted from the total credit amount.

**Please note that ALL freight charges for Returns are the responsibility of the customer including any international duties and/or taxes. If circumstances develop where Busch Systems arranges freight, Busch Systems reserves the right to deduct shipping costs from the final Sales Credit Memo.*

Full Terms & Conditions on the Return policy can be found on our website and are subject to change without notice:
www.buschsystems.com/busch-systems-terms-and-conditions



ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“Master Agreement”) with the winning supplier (“Winning Supplier”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in **RFP Section 1.3 – Anticipated Procurement Timetable**. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in blue ink, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications to CCOG as described in **RFP Section 4.2 – Format for Organization of the Proposal**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Bidders must provide all the information outlined below.

1. Equalis Group RFP Name: <u>RFP # COG-2112, WASTE & RECYCLING CONTAINERS WITH RELATED SOLUTIONS</u>	2. Proposal Due Date: <u>March 4, 2021</u>
3. Bidder Name: <u>Busch Systems International Inc.</u> <i>(legal name of the entity responding to RFP)</i>	4. Bidder Federal Tax ID # or Social Security #: <u>Bidder Tax ID#</u>
5. Bidder Corporate Address: 81 Rawson Avenue Street Address 2 Barrie, Ontario, Canada L4N 6E5	6. Bidder Remittance Address <i>(or "same" if same as Item #5):</i> Same Street Address 2 City, State Zip

7. Print or type information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:

Bidder Representative: Michaela Nagy
Representative's Title: Contracts Specialist
Address 1: 81 Rawson Avenue
Address 2: Street Address 2
City, State Zip: Barrie, Ontario L4N 6E5
Phone #: 705-722-0806 x 1360
Fax #: 705-722-8972
E-Mail Address: michaelan@buschsystems.com

8. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function):

Bidder Representative: Same as #7
Representative's Title: Title
Address 1: Street Address 1
Address 2: Street Address 2
City, State Zip: City, State Zip

Phone #:	<u>Direct/Cell Phone #</u>
Fax #:	<u>Fax #.</u>
E-Mail Address:	<u>Email Address</u>

9. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes No

If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

10. Mandatory Supplier Certifications:
 CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, M. Nagy (insert signature of representative shown in Item #7 above), hereby certify and affirm that Busch Systems International Inc. (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, M. Nagy (insert signature of representative shown in Item #7 above), hereby certify and affirm that Busch Systems International Inc. (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, M. Nagy (insert signature of representative shown in Item #7 above) hereby certify and affirm that Busch Systems International Inc. (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I *M. Magg* (insert signature of representative shown in Item #7 above) hereby certify and affirm that Busch Systems International Inc. (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

11. Supplemental Bidder Contract and Equal Employment Opportunity Information:

A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>0</u>	<u>0 (employees in Canada only)</u>
% of those who are Women:	_____	<u>(60% in Canada)</u>
% of those who are Minorities:	_____	<u>(8% in Canada)</u>

B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- NO -or-
- YES, but for less than 50% of the work -or-
- YES, for 50% or more of the work

C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: Various including UPS

Street Address 1: Street Address 1

Street Address 2: Street Address 2

City, State Zip: City, State Zip

Work to be Performed: Common carriers and couriers

Estimated percentage of total proposal to be performed by subcontractors: 5 %
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide).
 Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u> Not available from Busch
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

12. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, Bidder will not (or) Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration

by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

13. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, Bidder will not (or) Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

14. I M. Nagy, (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of Busch Systems International Inc. (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

15. Additional Documents:

CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

15.1. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

M. Nagy
Signature of Bidder representative

15.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



Signature of Bidder representative

15.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.


For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

15.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? Agreed 

(Initials of Authorized Representative)

15.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? Agreed 
(Initials of Authorized Representative)

15.3.3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? Agreed 
(Initials of Authorized Representative)


15.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is 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, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 Supplier Partner 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.

Does Supplier Partner agree? Agreed 
(Initials of Authorized Representative)

15.3.5. Contract Work Hours and Safety Standards Act


Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Supplier Partner agree? Agreed 
(Initials of Authorized Representative)

15.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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 Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? Agreed 
(Initials of Authorized Representative)

15.3.7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.


Does Supplier Partner agree? Agreed 

(Initials of Authorized Representative)

15.3.8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 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 Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? Agreed 

(Initials of Authorized Representative)

15.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? Agreed 

(Initials of Authorized Representative)

15.3.10. Procurement of Recovered Materials


For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Supplier Partner agree? Agreed 

(Initials of Authorized Representative)


15.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? Agreed 
(Initials of Authorized Representative)


15.3.12. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? Agreed 
(Initials of Authorized Representative)

15.3.13. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier Partner agree? Agreed 
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Busch Systems International Inc.

Bidder Name


Signature of Authorized Company Official

Michaela Nagy

Printed Name

Contracts Specialist

Title

03 March, 2021

Date

16. Required Documents for Supplier Partners Intending to Do Business in New Jersey

16.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Bidder Name: Busch Systems International Inc.

Street Address: 81 Rawson Avenue

City, State Zip: Barrie, ON Canada L4N 6E5

Complete as appropriate:

I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Michaela Nagy, an authorized representative of Busch Systems International Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

NAME	ADDRESS	% INTEREST
Craig Busch	81 Rawson Ave. Barrie, ON L4N 6E5	100
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 **Contracts Specialist**
Authorized Signature and Title

03 March, 2021
Date

16.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)

Bidder Name: Busch Systems International Inc.

Street Address: 81 Rawson Avenue

City, State Zip: Barrie, Ontario Canada L4N 6E5

Province of Ontario

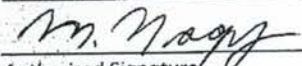
County of Simcoe

I, Michaela Nagy of the city of Barrie in the County of Simcoe, State of Province of Ontario of full age, being duly sworn according to law on my oath depose and say that:

I am the Contracts Specialist of the firm of Busch Systems International Inc., the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Busch Systems International Inc.


Authorized Signature

Contracts Specialist

Subscribed and sworn before me

this 3rd day of March, 20 21


Martin Douglas Pepper, Notary Public,

Notary Public for Simcoe, Limited to the attestation

My commission expires the taking of affidavits,
for Busch Systems International Inc.

SEAL Expires April 5, 2021.



16.3. Affirmative Action Affidavit

(P.L. 1975, C.127)

Bidder Name: Busch Systems International Inc.

Street Address: 81 Rawson Avenue

City, State Zip: Barrie, Ontario Canada L4N 6E5

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:


Check One –

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Busch Systems International Inc.



Authorized Signature

Contracts Specialist

03 March, 2021

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Supplier Partner or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

16.4. Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner and** on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.

- a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time, as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee*,
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract,
 - b) of that county in which that public entity is located,
 - c) of another public entity within that county,
 - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 1) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,

4) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.

Part I – Supplier Partner Information

Bidder Name:	Busch Systems International Inc.				
Address:	81 Rawson Avenue				
City:	Barrie	State:	Ontario	Zip:	L4N 6E5

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


 Authorized Signature

Michaela Nagy

Contracts Specialist

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than three hundred dollars (\$300) per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Legislative District #s:
State Senator and two members of the General Assembly per district.

County: Freeholders County Clerk Sheriff
{County Executive} Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

16.5. Stockholder Disclosure Form

Name of Business: Busch Systems International Inc.

I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Craig Busch	Name: Stockholder Name
Home Address: RR#3 Barrie, Ontario, Canada	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name



Home Address: Home Address	Home Address: Home Address
Subscribed and sworn before me this <u>3rd</u> day of <u>March</u> , 2 <u>21</u> .	<u>M. Nagy</u> (Affiant)
(Notary Public) Martin Douglas Pepper, Notary Public, County of Simcoe, Limited to the attestation of instruments and the taking of affidavits, My Commission Expires <u> </u> for Busch Systems International Inc	<u>Michaela Nagy, Contracts Specialist</u> (Print name & title of affiant)
	(Corporate Seal)

17. Required Documents for Supplier Partners Intending to Do Business in Arizona

17.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In

addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Authorized Representative

03 March, 2021

Certification 61882

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15- NOV-2019 to 15-NOV-2022



**BUSCH SYSTEMS INTERNATIONAL, INC.
81 RAWSON AVENUE
BARRIE, ONTARIO L4N 6E5 CANADA**

A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer