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AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval.

☐ Yes

☒ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report.

☒ Yes

☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "**NO**" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"

b. Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm Busch Systems International Inc.

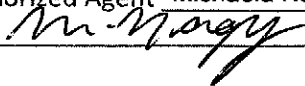
Address 81 Rawson Avenue

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

Name of Authorized Agent Michaela Nagy

Title Contracts Specialist

SIGNATURE



Date 09 September, 2022

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, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

APPENDIX A RETURN WITH BID
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

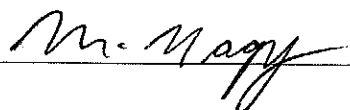
The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company Busch Systems International Inc. Name Michaela Nagy

Signature  Title Contracts Specialist

ASSURANCE OF COMPLIANCE – RETURN WITH BID

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

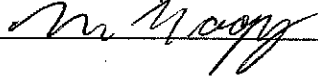
Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

Name of Company Busch Systems International Inc.

Name of Authorized Representative Michaela Nagy

Signature  Date 09 September, 2022

RETURN WITH BID

Educational Services Commission of New Jersey Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271 Political Contribution Disclosure Form

(Contracts that Exceed \$17,500.00)

Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Busch Systems International Inc. (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>
Not Applicable	None		

The Business Entity may attach additional pages if needed.

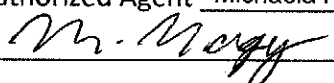
☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Busch Systems International Inc. (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent Michaela Nagy

Signature  Title Contracts Specialist

Business Entity Busch Systems International Inc.

**STATE OF NEW JERSEY - RETURN WITH BID
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Part 1

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is **listed** on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

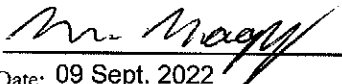
Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michaela Nagy Signature: 

Title: Contracts Specialist Date: 09 Sept. 2022

Bidder/Vendor: Busch Systems International Inc.

Failure to submit this form prior to award will be cause for bid rejection.

EQUIPMENT CERTIFICATION - RETURN WITH BID

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) Busch Systems International Inc. owns all the necessary equipment as required by the
Name of Company
specifications and to complete the specified public work project.

or

B) _____ leases or controls all the necessary equipment as
required

Name of Company
by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid:**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company Busch Systems International Inc.

Authorized Agent Michaela Nagy

Title Contracts Specialist

Authorized Signature 

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 contractor 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 nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) **EXHIBIT B - RETURN WITH BID**
(C) **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
(D) **N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**
(E) **N.J.A.C. 17:27-1.1 et seq.**
(F) **CONSTRUCTION CONTRACTS-continued**

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

EXHIBIT B (Continued)

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and

EXHIBIT B - RETURN WITH BID
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS-continued

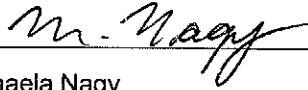
trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. (Revised: January, 2016)

Company Busch Systems International Inc.

Signature



Name Michaela Nagy

Title Contracts Specialist

04/02/19

Taxpayer Identification# 980-477-636/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: BUSCH-SYSTEMS INTERNATIONAL INC	TRADE NAME:	
ADDRESS: 81 RAWSON AVENUE BARRIE ON CA LYN	SEQUENCE NUMBER: 2326755	
EFFECTIVE DATE: 03/19/19	ISSUANCE DATE: 04/02/19	
 Director New Jersey Division of Revenue		

FORM REC
TREASURY DIVISION

ST-50, even if there were no sales made for a particular quarter and there is no tax due. If tax was collected, you are required to make a payment with the return.

- Due Date – 20th day of the month following the filing period

<http://www.state.nj.us/treasury/taxation/>

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

NON-COLLUSION AFFIDAVIT

State of Province of Ontario
County of Simcoe

ss:

I, Michaela Nagy of the City of Barrie

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

I am Contracts Specialist of the firm of Busch Systems International Inc.
 (Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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.
 (Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to

Before me this 12th day

Of September, 2022.

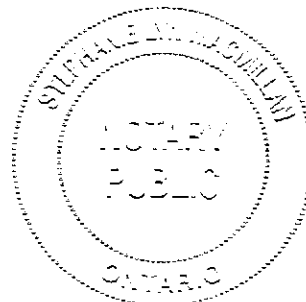
Michaela Nagy
 Signature

Michaela Nagy
 (Type or print name of affiant under signature)

Stephanie Lyn MacMillan
 Notary public of

My Commission expires _____.

**Stephanie Lyn MacMillan, Notary Public,
 Province of Ontario, limited to the
 attestation of instruments and the taking of
 affidavits, for Busch Systems International Inc.
 Expires August 17, 2025.**



PREVAILING WAGES COMPLIANCE CERTIFICATION - RETURN WITH BID

It is the determination of the ESCNJ that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

CERTIFICATION

1. I certify that our company understands that this project of the ESCNJ or its Co-op members requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the ESCNJ or its members may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____ No X

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

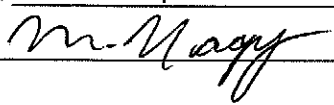
Submission of Certified Payroll Records

All certified payroll records are to be submitted to the member/person who is coordinating the activities for the project.

Name of Company: Busch Systems International Inc.

Authorized Agent: Michaela Nagy

Title of Authorized Agent: Contracts Specialist

Authorized Signature: 

STATEMENT OF OWNERSHIP DISCLOSURE - RETURN WITH BID
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Busch Systems International Inc.

Organization Address: 81 Rawson Avenue

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

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II Check the appropriate box

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Craig Busch	81 Rawson Avenue, Barrie, Ontario Canada L4N 6E5

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
Not applicable	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Not applicable	

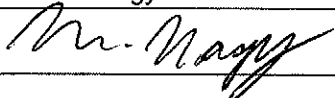
STATEMENT OF OWNERSHIP DISCLOSURE – continued - RETURN WITH BID

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **ESCNJ and/or its members** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **ESCNJ and/or its members** to notify the **ESCNJ and/or its members** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it

will constitute a material breach of my agreement(s) with the, permitting the **ESCNJ and/or its members** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michaela Nagy	Title:	Contracts Specialist
Signature:		Date:	09 September, 2022

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Statement of Suspension or Debarment

STATE OF NEW JERSEY/ Province of Ontario
Specify, of other _____

COUNTY OF Simcoe

I, Michaela Nagy of the (City, Town, Borough)
of Barrie State of Province of Ontario of full age,

being duly sworn according to law on my oath depose and say that:

I am Contracts Specialist of the firm
of Busch Systems International Inc. the Bidder

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: Busch Systems International Inc.
(Company Name)

By: *M. Nagy*
(Signature of authorized representative)

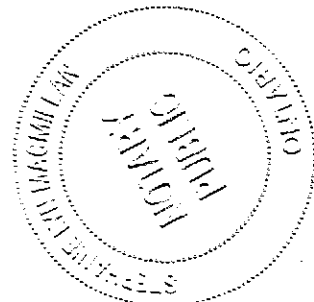
Subscribed and sworn to before me

This 12th day of September, 20 22

J. MacMillan
(Seal) Notary Public of New Jersey/
Specify Other State Ontario, Canada

My Commission expires 20

Stephanie Lyn MacMillan, Notary Public,
Province of Ontario, limited to the
attestation of instruments and the taking of
affidavits, for Busch Systems International Inc.
Expires August 17, 2025.



Vendor Contact Form - RETURN WITH BID

This page should be included in your electronic file in Word format
so that we can copy and paste into our website.

Please do not handwrite the information; type it in.

If you are awarded a contract with the ESCNJ, we will post this contact sheet on our website for members to contact. Please complete and include with your bid package. List the individual(s) who will be best equipped to handle calls from our 1,300+ members and have knowledge of your award.

Bid	Title of Bid: <u>Custodial Supplies and Equipment</u> Bid # <u>AEPA 023-B</u>
Vendor	Busch Systems International Inc.
Representative	Rae-Ann Dos Reis, Business Development Manager
Address	81 Rawson Avenue, Barrie, Ontario Canada L4N 6E5
Telephone #	1-800-565-9931 x 1710
Fax #	1-705-722-8972
Email	raeannd@buschsystems.com
Website	https://www.buschsystems.com/

Form **W-8BEN-E**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

▶ For use by entities, individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.
▶ Go to www.irs.gov/FormW8BEN-E for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Instead use Form:**Part I Identification of Beneficial Owner****1** Name of organization that is the beneficial owner**2** Country of incorporation or organization**Busch Systems International Inc.****Canada****3** Name of disregarded entity receiving the payment (if applicable, see instructions)**4** Chapter 3 Status (entity type) (Must check one box only):

- | | | | |
|--|--|---|---|
| ☐ Simple trust | ☐ Tax-exempt organization | ☒ Corporation | ☐ Partnership |
| ☐ Central Bank of Issue | ☐ Private foundation | ☐ Complex trust | ☐ Foreign Government - Controlled Entity |
| ☐ Grantor trust | ☐ Disregarded entity | ☐ Estate | ☐ Foreign Government - Integral Part |
| | | ☐ International organization | |

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

- | | |
|---|---|
| ☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner). | ☐ Nonreporting IGA FFI. Complete Part XII. |
| ☐ Participating FFI. | ☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII. |
| ☐ Reporting Model 1 FFI. | ☐ International organization. Complete Part XIV. |
| ☐ Reporting Model 2 FFI. | ☐ Exempt retirement plans. Complete Part XV. |
| ☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions. | ☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI. |
| ☐ Sponsored FFI. Complete Part IV. | ☐ Territory financial institution. Complete Part XVII. |
| ☐ Certified deemed-compliant nonregistering local bank. Complete Part V. | ☐ Excepted nonfinancial group entity. Complete Part XVIII. |
| ☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI. | ☐ Excepted nonfinancial start-up company. Complete Part XIX. |
| ☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII. | ☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX. |
| ☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII. | ☐ 501(c) organization. Complete Part XXI. |
| ☐ Certain investment entities that do not maintain financial accounts. Complete Part IX. | ☐ Nonprofit organization. Complete Part XXII. |
| ☐ Owner-documented FFI. Complete Part X. | ☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII. |
| ☐ Restricted distributor. Complete Part XI. | ☐ Excepted territory NFFE. Complete Part XXIV. |
| | ☒ Active NFFE. Complete Part XXV. |
| | ☐ Passive NFFE. Complete Part XXVI. |
| | ☐ Excepted inter-affiliate FFI. Complete Part XXVII. |
| | ☐ Direct reporting NFFE. |
| | ☐ Sponsored direct reporting NFFE. Complete Part XXVIII. |
| | ☐ Account that is not a financial account. |

6 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).**81 Rawson Avenue**

City or town, state or province. Include postal code where appropriate.

Country

Barrie, Ont. L4N 6E5**Canada****7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 10-2021)

Part I Identification of Beneficial Owner (continued)**8** U.S. taxpayer identification number (TIN), if required

98-0477636

9a GIIN**b** Foreign TIN
Canada HST 895247856**c** Check if FTIN not legally required. ☐**10** Reference number(s) (see instructions)

Note: Please complete remainder of the form including signing the form in Part XXX.

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)**11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment☐ Branch treated as nonparticipating FFL☐ Reporting Model 1 FFL☐ U.S. Branch.☐ Participating FFL☐ Reporting Model 2 FFL**12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any)**Part III Claim of Tax Treaty Benefits (if applicable).** (For chapter 3 purposes only.)**14** I certify that (check all that apply):**a** ☒ The beneficial owner is a resident of Canada within the meaning of the income tax treaty between the United States and that country.**b** ☒ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):☐ Government☐ Company that meets the ownership and base erosion test☐ Tax-exempt pension trust or pension fund☒ Company that meets the derivative benefits test☐ Other tax-exempt organization☐ Company with an item of income that meets active trade or business test☐ Publicly traded corporation☐ Favorable discretionary determination by the U.S. competent authority received☐ Subsidiary of a publicly traded corporation☐ No LOB article in treaty☐ Other (specify Article and paragraph):**c** ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).**15** Special rates and conditions (if applicable—see instructions):

The beneficial owner is claiming the provisions of Article and paragraph

Article VII

of the treaty identified on line 14a above to claim a 0% rate of withholding on (specify type of income): Business Profits

Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding:

No nexus, employees or services performed in the U.S.; product sales only.**Part IV Sponsored FFI****16** Name of sponsoring entity:**17** Check whichever box applies.☐ I certify that the entity identified in Part I:

- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; and
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; and
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; and
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); and
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; and
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; and
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)

Check box 24b or 24c, whichever applies.

- b ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); and
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a ☐ (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; and
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI26 ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____
The trustee is: ☐ U.S. ☐ Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue27 ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).**Part XIV International Organization**

Check box 28a or 28b, whichever applies.

28a ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).b ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; and
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

29a ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; and
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

b ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; and

(i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;

(ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));

(iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); or

(iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

c ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; and
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans (continued)

- d ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30 ☐ I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA;
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; and
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31 ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32 ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33 ☐ I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; and
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34 ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization35 ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; or
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization36 ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; and
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; and
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; and
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE38 ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; or
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; and
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE39 ☒ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; and
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE40a ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); or
- c ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

NEW JERSEY REQUIRED DOCUMENTS CHECKLIST – RETURN WITH BID

1.	Affirmative Action Construction Contracts Acknowledgement and Total Work Force/Employee AA201 (for Public Works contracts)	16.	NJ School Development Authority Prequalification (for Public Works contracts)
2.	Affirmative Action Questionnaire and supported documentation (current CEIR)	17.	Non-Collusion Affidavit Notarized and Sealed
3.	Americans with Disabilities Act of 1990	18.	Pre-Qualification Affidavit (Projects over \$20,000 in accordance with N.J.S.A. 18A:18A-26 et. seq.)
4.	Assurance of Compliance	19.	Prevailing Wage Certification (for Public Works contracts)
5.	Certificate of Authority	20.	Request for Clarifications Form
6.	Certificate of Insurance with the Educational Services Commission of New Jersey named as the certificate holder with Bid Title and Bid # (Upon award)	21.	Respondent Comment Form – Optional
7.	Chapter 271 Political Contribution Disclosure Form	22.	Statement of Ownership (Ownership Disclosure Certification)
8.	Dealer/Subcontractor Documents if applicable	23.	Statement of Suspension or Debarment Notarized & Sealed
9.	Disclosure of Investment Activities in Iran Form (for Public Works contracts)	24.	Sub-contractor's Disclosure Form(s)
10.	DPMC Notice of Classification Form	25.	Sworn Contractor Certification; Qualifications and Credentials (for Public Works contracts)
11.	Equipment Certification	26.	Total Amount of Uncompleted Contracts Form-Certified (DPMC Form 701) (for Public Works contracts)
12.	Exhibit B Mandatory Equal Employment Opportunity Language Construction Contracts	27.	Vendor Contact Form
13.	Licenses	28.	W-9 Form
14.	New Jersey Business Registration Certificate ** (Received no later than the time of award)		
15.	New Jersey Public Works Contractor Certificate (for Public Works contracts)		

Signature: *M. Magg*

Please sign above indicating that you have included all of the required New Jersey documents on this checklist and return this checklist with your bid package.

*We are returning all forms that apply for supply only of small goods via common carrier. No services or on-site visits outside of Canada.

Part D - Questionnaire

AEPA 023-B

Custodial Supplies and Equipment

Instructions

This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:

1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Part D – Questionnaire – Name of Company***”.
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Part D – Questionnaire – Name of Company”:

[Company Information](#)

[Service Questionnaire](#)

[Exceptions](#)

[Deviations](#)

Company Information

Name of Company:	Busch Systems International Inc.
Company Address:	81 Rawson Avenue
City, State, zip code:	Barrie, Ontario Canada L4N 6E5
Website:	https://www.buschsystems.com/
Contact Person:	Michaela Nagy
Title:	Contracts Specialist
Phone:	1-800-565-9931 ext 1360
Email:	michaelan@buschsystems.com

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a:	<u> </u> public company	<u> X </u> privately owned company
In what year was this business started under its present name?	<u>1985</u>	
Under what additional, or, former name(s) has your business operated?	N/A	

Is this business a corporation?	<u> No </u>	<u> X </u>	Yes. If yes, complete the following:
Date of Incorporation:	01 October, 1991		
State of Incorporation:	Ontario, Canada		
Name of President:	Craig Busch		
Name(s) of Vice President(s):	Bill Bradbury		
Name of Treasurer:	Leigh Jackson		
Name of Secretary:	Michaela Nagy		

Is this business a partnership? X No Yes. If yes, complete the following:

Date of Partnership: _____

State Founded: _____

Type of Partnership, if applicable: _____

Name(s) of General Partner(s): _____

Is this business individually owned? X No Yes. If yes, complete the following:
 Date of Purchase: _____
 State Founded: _____
 Name of Owner/Operator: _____

Is this business different from those identified above?	X	No	Yes
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If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? X No Yes

Is this business minority-owned? X No Yes

Does this business have an Affirmative Action plan/statement? No X Yes

Business Headquarter Location

Business Address 81 Rawson Avenue

City, State, zip code Barrie, Ontario, Canada L4N 6E5

Phone 1-800-565-9931 OR 1-705-722-0806

How long at this address? Nine years

Business Branch Location(s)

Branch Address N/A – above address only

City, State, zip code

Branch Address

City, State, zip code

Branch Address

City, State, zip code

Branch Address

City, State, zip code

**If more branch locations exist, insert information here or add another sheet with the above information.*

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	12% of annual revenue	12% of annual revenue	12% of annual revenue
Higher Education Institutions	12% of annual revenue	12% of annual revenue	12% of annual revenue
Counties, Cities, Townships, Villages	15% of annual revenue	15% of annual revenue	15% of annual revenue
States	2% of annual revenue	2% of annual revenue	2% of annual revenue
Other Public Sector & Non-profits	3% of annual revenue	3% of annual revenue	3% of annual revenue
Private Sector	56% of annual revenue	56% of annual revenue	56% of annual revenue
Total	Dollar values not disclosed	Dollar values not disclosed	Dollar values not disclosed

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2020	2021	2022 YTD
K-12 (public & private), Educational Service Agencies	As above	As above	As above
Higher Education Institutions	As above	As above	As above
Counties, Cities, Townships, Villages	As above	As above	As above
States	As above	As above	As above
Other Public Sector & Non-profits	As above	As above	As above
Private Sector	As above	As above	As above
Total	As above	As above	As above

Work Force				
Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:				
Function	Name	Title	Phone	Email
Contract Manager	Michaela Nagy	Contracts Specialist	1-800-565-9931 ext	michaelan@buschsystems.com
Sales Manager	Christina Landry	Sales Manager	1-800-565-9931 ext 1070/1071	christinal@buschsystems.com
Customer & Support Manager	Christina Landry	Sales Manager	1-800-565-9931 ext 1070/1071	christinal@buschsystems.com
Distributors, Dealers, Installers, Sales Reps	Michelle Dunn Rebecca Rourke Ryan Miltimore Rae-Ann Dos Reis	Business Development Managers	1-800-565-9931 Ext 1220 Ext 1401/1400 Ext 1690 Ext 1710	michelled@buschsystems.com rebeccar@buschsystems.com ryanm@buschsystems.com raeannd@buschsystems.com
Consultants & Trainers	Alec Cooley	Senior Advisor	1-800-565-9931 ext 1700	alecc@buschsystems.com
Technical, Maintenance & Support Services	Alicia Freeborn Diane Hubel Kristina Kojoukmar	Account Coordinator Account Coordinator Customer Service/Marketing Coordinator	1-800-565-9931 Ext 1510 Ext 1311/1310 Ext 1320/1430	aliciaf@buschsystems.com dianeh@buschsystems.com kristinak@buschsystems.com
Quotes, Invoicing & Payments	Quotes: Alicia Freeborn Invoicing: Jacqui Velocci Payments: Karen Young	Account Coordinator Accounts Receivable Coordinator AP Associate	1-800-565-9931 Ext 1510 Ext 1880 Ext 1460	aliciaf@buschsystems.com ar@buschsystems.com karen@buschsystems.com
Warranty & After the Sale	Alicia Freeborn Diane Hubel Kristina Kojoukmar & Business Development Managers	Account Coordinator Account Coordinator Customer Service/Marketing Coordinator	1-800-565-9931 Ext 1510 Ext 1311/1310 Ext 1320/1430	aliciaf@buschsystems.com dianeh@buschsystems.com kristinak@buschsystems.com
Financial Manager	Leigh Jackson	Finance Manager	1-800-565-9931 ext 1180	leigh@buschsystems.com

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: <i>(To insert more rows, hit the tab key from the last field in the State column.)</i>		
Number of Sales Reps	City	State
None employed in the United States		

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Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

All the representatives listed are currently servicing the AEPA 019-B contract, and will continue to serve the existing AEPA member customers, while working to expand that customer base. Everyone at Busch Systems receives ongoing training specific to their roles in support of the contract and the members, and also company-wide via industry professionals outside the company, research papers, scientific publications, weekly product meetings, etc. We do not just speak to, educate and sell to our customers; we learn from you and incorporate that knowledge into everything we do for our customers. 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 Senior Advisor, allowing us to provide an additional, higher level of consultation.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Busch Systems will service this contract directly from our location in Barrie via our own in-house Sales and 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. Calls are answered immediately. We do not visit customer sites.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

We are bidding 8.1.11. Waste Receptacle Products and are offering manufacturer-direct sales and delivery of a comprehensive line of recycling and waste 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, and other specialty bins. All products are manufactured in North America, from US and Canadian raw materials, including recycled content. Please see our 2022 catalog included for stock products.

Orders over \$150.00 shall include free shipping. Describe your company's flat rate you will charge for orders less than \$150.00.

Our pricing model is a discount off MSRP on our catalog. Busch Systems ships via common courier or carrier and Shipping & Handling is not included in the MSRP as it is too variable. Members should allow for approximately 20 to 25% of product value in addition for shipping and handling costs. Shipping and handling is subject to quotation at time of product quoting, based on order size, delivery location, and special offloading requirements. Busch will obtain the best quotes possible at that time and pass on any discounts to Members. Ordering products in pallet quantities provides the best shipping rates. We often work with entities that are in close proximity to one another to assist them in consolidating their shipments together to reduce shipping costs and emissions.

Describe any minimum shipping requirements your company may require.

None, as Shipping & Handling is extra. Shipping terms are FOB delivery to facility receiving area for Canada, shipping & handling prepaid and charged, and FOB Origin for Alaska, Hawaii or other off-shore destinations, shipping & handling prepaid and charged. We request that all delivery conditions be disclosed up-front.

Describe how your company determines your price lists and discounts within your proposed pricing.

The pricing model offered is a discount from catalog/MSRP for stock products. We have attached a pricing spreadsheet that represents each product family offered. Shipping & Handling is extra, as this will vary depending upon product mix, order size, and destination. Sales & Use taxes are extra, where applicable. Shipping terms are FOB delivery to facility receiving area for any on-shore locations. The percentage discount from MSRP is 20% off all products quoted.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

Busch Systems ships via common carrier or courier.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Head Office, Sales/Customer Support, Manufacturing & Distribution	Barrie	Ontario Canada
Manufacturing, Distribution	Montreal	Quebec Canada

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

We do not employ installers or other service providers. Uncrating and setting in place of product may be requested for quotation via the common carrier to be used for delivery.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Common carriers; various - company dependent upon ship-to area, type of truck or offloading required, best quotation, and customer preference. Courier; mainly UPS.

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

We look for opportunities to sell through these entities where this is a customer preference and suitable MWBE's are available to partner with in the desired area.

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

We partner with many small/medium and diverse local businesses for the majority of our raw materials and components, and for services to our buildings. As mentioned above, we also look for opportunities to sell through these entities where this is a customer preference and suitable MWBE's are available to partner with in the desired

area. In addition, we have attempted to contract white glove post-delivery services via suitable MWBE's, but this has proven very challenging, as the scope has been too large for intended sub-contractors.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

We partner with many small/medium and diverse local businesses for the majority of our raw materials and components, and for services to our buildings, however, these suppliers are local to our facilities in Ontario and Quebec.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Rebecca Rainey	Marketing Manager	1-800-565-9931 ext 1550	rebeccarainey@buschsystems.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2021– 2022 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

Our activities have included hand-outs at in-person trade shows when those resumed, e-blasts to customers and visitors to our virtual trade shows, webinars, cold-calling potential customers, and membership recommendation to eligible customers who contact us for pricing or information. We hand out free products/samples to show visitors and also provide free products for member events/draws. We have exhibited at the following during that time period, and in some cases sponsored: AASHE, NRC, COSTARS, HGAC, AEPA Spring Meeting, Michigan Recycles, MASS Recycles, HD Expo, Municipal Waste Association, Green Sports Alliance, OMC of Ontario, Resource Recycling, CRRA, OKRA, ISSA North America, Recycling Coalition of Alberta. Some were virtual via our custom trade show studio, when we were not allowed to travel due to the pandemic.

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

We will continue and improve upon the above activities, which have included hand-outs at in-person trade shows, e-blasts to customers and visitors to our virtual trade shows and webinars, cold-calling potential customers, and membership recommendation to eligible customers who contact us for pricing or information. We hand out free products/samples to show visitors and also provide free products for member events/draws. Please see Exhibit A for additional details.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit A – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

The AEPA logo will be on our website, Creation of a Sell Sheet for Member Agencies' use and also for the Busch sales team to hand out at trade shows, An e-blast to announce and promote the contract to our continental US customers, We will work with each Member Agency to help them promote Recycling & Waste Diversion events, On an ongoing basis, the Sales team will promote the contract to customers, to promote and encourage membership as they receive quote requests and inquiries. We have been, and will continue to provide members with personalized hand-outs for their events. Please see Exhibit A for additional details.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

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. We currently have a variety of products that feature 100% post-consumer recycled content, and in late 2019, launched our first closed-loop product line. 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 where recycling is available, 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. In addition, 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. Busch Systems has transitioned to almost 100% paperless, environmentally friendly business transactions with both our vendors and customers. Our website features informative blogs and articles related to sustainability and waste diversion Please see Exhibit A for additional details regarding our Project Rise program.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

There are no certifications that apply to our products.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

We source raw materials from local suppliers wherever possible. We publish our own sustainability goals and progress on our website. In addition, 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. Busch Systems has transitioned to almost 100% paperless, environmentally friendly business transactions with both our vendors and customers. Strict recycling, re-use and waste protocols are in place in our buildings.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.

All our containers are 100% recyclable where recycling is available, and made with a minimum 35% recycled content, with some products containing from 65% to 100%. 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.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

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 : 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. 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.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

We are able to transact with our customers via EDI, NAV-to-Net, Ariba, Coupa, iSupplier. We have punch-out catalogs in place with private entities (retailers), but no public entities yet.

Disclosures

Legal: Does this business have actions currently filed against it?

No

Yes

X

If **Yes**, **AN ATTACHMENT IS REQUIRED**: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. City of Regina	Ericka Bourlon	Waste Minimization Specialist	306-529-0081	ebourlon@regina.ca
2. Dakota County	Gena Gerard	Environmental Specialist	952-891-7021	gena.gerard@co.dakota.mn.us
3. Minnesota Waste Wise Foundation	Adam Mehr	Senior Sustainability Specialist	651-292-4675	amehr@mnychamber.com
4. University of Massachusetts, Dartmouth	Jamie Jacquart	Campus Sustainability & Residential Initiatives	509-838-8140	jjacquart@umass.edu
5. Johns Hopkins University	Leana Houser	Waste Reduction & Recycling Manager	410-516-4002	lhouser@jhu.edu

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). **Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.**

AEPA Member States	Participating in this category.	In which states has this company sold products/services in the past 3 years? (Place an X where applicable)	If awarded, which states does this company propose to sell in? (Place an X where applicable)	Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	<u>Yes</u>	<u>X</u>	
Colorado	Yes	<u>Yes</u>	<u>X</u>	
Connecticut	Yes	<u>Yes</u>	<u>X</u>	
Florida	Yes	<u>Yes</u>	<u>X</u>	
Georgia	Yes	<u>Yes</u>	<u>X</u>	
Illinois	No	<u>Yes</u>	<u>X</u>	
Indiana	Yes	<u>Yes</u>	<u>X</u>	
Iowa	Yes	<u>Yes</u>	<u>X</u>	
Kansas	Yes	<u>Yes</u>	<u>X</u>	
Kentucky	Yes	<u>Yes</u>	<u>X</u>	
Massachusetts	Yes	<u>Yes</u>	<u>X</u>	
Michigan	Yes	<u>Yes</u>	<u>X</u>	
Minnesota	Yes	<u>Yes</u>	<u>X</u>	
Missouri	Yes	<u>Yes</u>	<u>X</u>	
Montana	Yes	<u>Yes</u>	<u>X</u>	
Nebraska	Yes	<u>Yes</u>	<u>X</u>	
New Jersey	No	<u>Yes</u>	<u>X</u>	
New Mexico	No	<u>Yes</u>	<u>X</u>	
North Dakota	Yes	<u>Yes</u>	<u>X</u>	
Ohio	Yes	<u>Yes</u>	<u>X</u>	
Oregon	Yes	<u>Yes</u>	<u>X</u>	
Pennsylvania	Yes	<u>Yes</u>	<u>X</u>	
South Carolina	Yes	<u>Yes</u>	<u>X</u>	
Texas	Yes	<u>Yes</u>	<u>X</u>	
Virginia	Undecided	<u>Yes</u>	<u>X</u>	
Washington	No	<u>Yes</u>	<u>X</u>	
West Virginia	Yes	<u>Yes</u>	<u>X</u>	
Wisconsin	Yes	<u>Yes</u>	<u>X</u>	
Wyoming	Yes	<u>Yes</u>	<u>X</u>	

e-Commerce: Does this business have an e-commerce website? No X Yes

If YES, what is the website? <https://store.buschsystems.com/20000049/all-recycling-and-waste-bins>

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options?	<u> </u>	No	<u> X </u>	Yes
Does this business have a toll-free customers support phone option?	<u> </u>	No	<u> X </u>	Yes
Does this business offer local customer and support service options?	<u> X </u>	No	<u> </u>	Yes

State your normal delivery time (in days) and any options for expediting delivery.

Products that are in stock and require no customizations will ship out 2 business days after receipt of official order. Delivery time depends upon size of shipment and destination. (Orders that are small enough for courier will arrive much more quickly than orders shipping via LTL.) Non-stock or personalized/customized product or large project orders will have a lead time of minimum 4 to 8 weeks, depending upon the order size, customization and product type.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

This is subject to customer preference. Should a product be in back-order status, we communicate with the customer to determine which option they prefer.

Describe your company's payment terms as well as any quick pay discounts.

Payment terms are Net 30 days from date of invoice (automatic for public entities) and on approved credit for non-profit or private entities.

State your company's return policy and any applicable State restocking fees.

Busch Systems will accept returns and exchanges up to 45 days after delivery for most stock products. Some exceptions apply. A re-stocking fee may apply in some circumstances. Custom stamped, custom color, and modified products are final sale. 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.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

We do our utmost to fulfill each order with quality, inspected product as quickly as possible. Should an order be required on a rush basis, we work with our customer, our production team, and the most optimal carrier to assist.

Pricing

Is your pricing methodology guaranteed for the term of the contract?	<u> </u>	No	<u> X </u>	Yes
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Will you offer customized price lists to participating entities as encouraged per the pricing terms of Part A?	<u> </u>	No	<u> X </u>	Yes
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Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	<u> </u>	No	<u> X </u>	Yes
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Will you offer volume price discounts as described in the pricing terms of Part A?	<u> </u>	No	<u> X </u>	Yes
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Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? **No** **Yes**

_____ X _____

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_____ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _____%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?

No **Yes**
_____ X _____

If YES, identify which cooperative and the respective expiration date(s).

COSTARS

Massachusetts State

Minnesota State

Vermont State

Equalis

HGAC

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

We pledge to represent fairly, and promote each contract we participate in to the appropriate customers, however, we will lead with the AEPA contract where customers qualify as contract users.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".

	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation? X **No** **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

[Click or tap here to enter text.](#)

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This	X	

employee will have a complete copy and must have working knowledge of the AEPA contract.		
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X – where possible	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A Instructions and General Terms and Conditions Page 16	12.	Delivery Terms, Conditions, and Requirements, Restocking Fees	Fees will apply to customized product that is cancelled after production has begun (i.e. custom-stamped bins etc.), even if the product has not yet been delivered.
Part B, Technical Specifications, Standard Specifications Page 5	7.1.20.	Certifications	The types of recycling and waste containers we are offering are not subject to any of the certifications or testing listed.

Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

	No , this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
X	Yes , this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation
Part B, Technical Specifications, Standard Specifications 8.4.1. Page 7 (And Part D Questionnaire, Products, Services & Solutions Page 5)	Shipping and/or Freight Free Shipping/Flat Rate Shipping	Busch Systems ships via common courier or carrier and Shipping & Handling is not included in the MSRP as it is too variable. Members should allow for approximately 20 to 25% of product value in addition for shipping and handling costs. Shipping and handling is subject to quotation at time of product quoting, based on order size, delivery location, and special offloading requirements. Busch will obtain the best quotes possible at that time and pass on any discounts to Members.

Uniform Guidance "EDGAR" Certification Form

2 CFR Part 200

When a purchasing 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, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract 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. Respondent 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 Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 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, Respondent is required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent 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. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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 sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$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 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent 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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$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, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

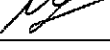
In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

13. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-13) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	
2. Termination for Cause of Convenience	Yes, I agree	
3. Equal Employment Opportunity	Yes, I agree	
4. Davis-Bacon Act	Yes, I agree	
5. Contract Work Hours and Safety Standards Act	Yes, I agree	
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	
8. Debarment and Suspension	Yes, I agree	
9. Byrd Anti-Lobbying Amendment	Yes, I agree	
10. Procurement of Recovered Materials	Yes, I agree	
11. Profit as a Separate Element of Price	Yes, I agree	
12. General Compliance with Participating Agencies	Yes, I agree	
13. Governing Law; Forum Selection.	Yes, I agree	

Busch Systems International Inc.

Name of Business

Mr. Nagy

Signature of Authorized Representative

Michaela Nagy

Printed Name

09 September, 2022

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Michaela Nagy

Authorized Representative (Please print or type)

81 Rawson Avenue

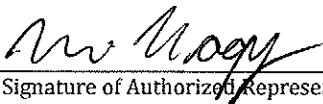
Mailing Address

Contracts Specialist

Title (Please print or type)

Barrie, Ontario Canada L4N 6E5

City, State, Zip



Signature of Authorized Representative

09 September, 2022

Date



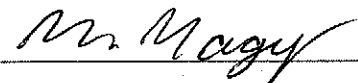
Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Busch Systems International Inc.</u>	Date	<u>09 September, 2022</u>
Address	<u>81 Rawson Avenue</u>	City, State Zip	<u>Barrie, Ontario Canada L4N 6E5</u>
Contact Person	<u>Michaela Nagy</u>	Title	<u>Contracts Specialist</u>
Authorized Signature	<u></u>	Title	<u>Contracts Specialist</u>
Email	<u>michaelan@buschsystems.com</u>	Phone	<u>1-800-565-9931 ext 1360</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2024 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence (Member Agency to select)	<u>3/1/2023</u>	<u>Or</u>

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their **specified/required format**, by the due date and time listed for this solicitation. **Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"X"	Document Title, Uploaded to Public Purchase (Respondent must submit documents in the required title/format)	Format of Uploaded Document	Notes
N/A	Bid Bond – if Required, see Part B if applicable.	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	Part C – State-Specific Forms – Name of Responding Company	Single, Scanned PDF	New Jersey Only Requirement. Signatures Required.
X	Part D - Questionnaire – Name of Responding Company Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	Required.
X	Part E – Signature Forms – Name of Responding Company Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	Required. Signatures required.
X	Part F – Pricing Schedule – Name of Responding Company	Excel Workbook	Required.
X	Price List and/or Catalog – Name of Responding Company	Upload PDF	Required.
X	Exhibit A – Marketing Plan – Name of Responding Company	Scanned PDF	Optional. Form not provided by AEPA, Respondent Created

Association of Educational Purchasing Agencies
Tabulation Report IFB #023-B - Custodial Supplies &
Equipment
Vendor: Busch Systems International Inc.

General Comments: Thank you for the opportunity to bid. We appreciate your review of our submission.

General Attachments: 2022 Product Catalog - Busch Systems.pdf
Exhibit A - Marketing Plan - Busch Systems.pdf
Part C - State-Specific Forms - Busch Systems.pdf
Part D - Questionnaire - Busch Systems.pdf
Part E - Signature Forms - Busch Systems.pdf
Part F - Pricing Schedule - Busch Systems.xlsx

AEPA 023-B - Custodial Supplies And Equipment**Exhibit A – Marketing Plan****Busch Systems Cooperative Marketing**

Busch Systems has an in-house graphics department that excels in all things beautiful. From customized product orders, to print advertisements, website designs and product studio and lifestyle photography.

All advertising and marketing assets will be available to AEPA in any format required to support all marketing and advertising initiatives; specifically produced and maintained full color print advertisements in camera-ready electronic format, including company logos and contact information. AEPA would be notified of any new press releases, webinars, and industry periodicals that are launched on a monthly basis. Busch Systems has a number of advertisements ready in hand that can be leveraged. In addition:

- AEPA logo will be on our website
- Creation of a Sell Sheet for Member Agencies' use and also for the Busch sales team to hand out at trade shows
- An e-blast to announce and promote the contract to our continental US customers
- We will work with each Member Agency to help them promote Recycling & Waste Diversion events
- On an ongoing basis, the Sales team will promote the contract to customers, to promote and encourage membership as they receive quote requests and inquiries

Busch Systems General Marketing Activities

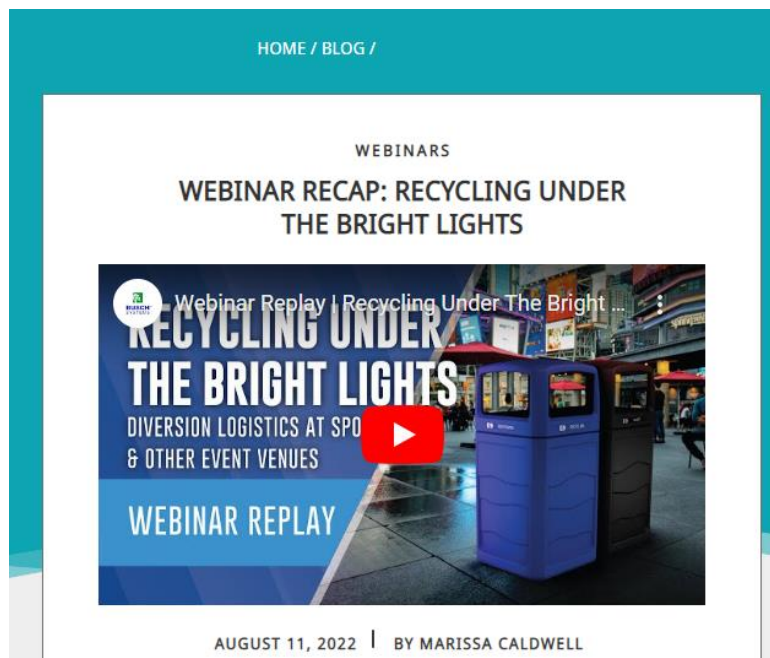
Busch Systems has been passionately delivering recycling and waste solutions for over 37 years. With our large offering of waste and recycling containers, Busch Systems is committed to providing high-quality, creative solutions for sustainability around the world. In addition to attending numerous conferences and trade shows every year, Busch Systems markets our products and services through many different channels. Some of the more traditional advertising occurs through print media in trade magazines. Busch Systems also advertises on web banners, social media, and SEO.

Busch Systems is dedicated to service excellence, sustainability, corporate citizenship, and corporate environment. The dedicated and talented marketing team is developing content daily on topics of sustainability. This content is constantly being shared and published in blogs, and monthly webinars to help educate and give people the knowledge they need to get involved or improve their existing programs. The sales team is trained every week on new products and features so that they can stay on top of what their customers need to know.

These activities are also communicated through social media posts, corporate site articles, e-blasts, web banners and through press releases.

cont.

<https://www.buschsystems.com/blog/category/webinars/>



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. As part of this, we introduced a program call Project Rise. We have always had a focus on being socially and environmentally responsible. Project RISE allows us to go one step further and donate to non-profit organizations in the United States and Canada who are doing great work in various areas of environmental protection, all on behalf of and with the help of our customers. All of the organizations were researched with care and our intention is to provide a mix of new and familiar brands customers can identify with. Once an order is placed, a redemption code is provided to the consumer which can then be entered via the Resource Center, along with the opportunity to select one of the partner organizations. Donations are made to each of the non-profits at the end of each business quarter. Overall participation rates in the program have been successful, thus promoting the Busch Systems brand and its commitment to sustainability.

Proudly Supporting:



<https://www.buschsystems.com/project-rise/>

The success of these products, programs and services is not only measured through sales, but more importantly by the positive brand image that Busch Systems has cemented within the sustainability network, throughout the waste recycling industry and beyond.