

## Equalis Group Contract Information Sheet

### Contract Information

Awarded Vendor:	Nickerson NY, LLC
Contract Number:	R10-1176L
Effective Date:	July 1, 2025
Initial Term Expiration Date:	June 30, 2028
Renewable Through:	June 30, 2030

### RFP Process Information

RFP Number:	RFP R10-1176
RFP Title:	Furniture and Storage Related Products and Services
Dates Advertised:	March 7 & 15, 2025
# of Vendors that Requested RFP:	189
Questions Due:	March 27, 2024
Amendments Issued:	March 22 & April 7, 2025
Public Bid Opening Date and Time:	April 17, 2025, 2:00 pm CT
# of Responses Submitted:	53
Number of Awarded Vendors:	19
Date of Board Approval:	June 18, 2025

### Evaluation Criteria

Products/Pricing (35 Points)  
Performance Capability (25 Points)  
Qualifications and Experience (25 Points)  
Commitment to Members (15 Points)

### Summary

Region 10 Education Service Center solicited RFP R10-1176 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as “piggybackable”) contracts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

### Contract Features:

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or “EDGAR” requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10’s public competitive solicitation process.

For any questions or concerns, please contact:

Clint Pechacek, Purchasing Consultant, [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org), 972-348-1184

Your Local Equalis Representative: [Find them here](#)

## SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

### VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of July 1, 2025, by and between \_\_\_\_\_  
Nickerson NY, LLC ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Furniture and Storage Related Products and Services ("the products and services").*

#### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated.

5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence



of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than

thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for products and services in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating

an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco**: Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or

some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

- 12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:  
"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures**: Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

## PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

### Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

**PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

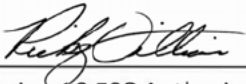
**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED TO BE CONSIDERED**

Prices are guaranteed: 120 days

Company name	Nickerson NY, LLC
Address	11 Moffitt Boulevard
City/State/Zip	Bay Shore, NY 11706
Telephone No.	(631) 666-0200 ext. 230
Email address	bpaci@nickersoncorp.com
Printed name	Bruce J. Paci
Position with company	Vice President
Acknowledgement of Amendments 1 & 2 (Initial)	<i>BP</i>
Authorized signature	<i>Bruce J. Paci</i>

Term of contract July 1, 2025 to June 30, 2028

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
\_\_\_\_\_  
Region 10 ESC Authorized Agent

06/19/2025

\_\_\_\_\_  
Date

Dr. Rickey Williams  
\_\_\_\_\_  
Print Name

Equalis Group Contract Number R10-1176L



## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 150 total pages (not including Attachment B – Pricing Excel pricesheet).**

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

The following should replace the questionnaire in Section 2 in its entirety.

## 1. PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Nickerson NY, LLC
	<i>What is the mailing address of your company's headquarters?</i>	11 Moffitt Boulevard, Bay Shore, NY 11706
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Beth Poskus, Director – Furniture Division, bposkus@nickersoncorp.com, 631-666-0200 x244
<b>Products/Pricing (35 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	

Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Please provide your proposed administrative fee percentage or structure.</i>  <i>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically between two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</i>	2%
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	For orders over \$100,000, customers will receive an additional 1% discount. We pass through manufacturer seasonal, product and wellness promotions. We also have quick ship items available.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?</i>	Yes
Payment methods	<i>Define your invoicing process and methods of</i>	Depending upon the order, invoicing will occur FOB origin (when product ships) or upon completion when installation is part of an order / required. If multiple shipments occurred, a detailed invoice will be sent after each partial shipment. Nickerson NY, LLC accepts Paper, EFT

	<i>payments you will accept. Please include the overall process for agencies to make payments</i>	and Credit Card payments. Credit Card payments will incur a 3% processing fee. Nickerson NY, LLC has payment terms of net 30 after order is shipped and billed.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>Nickerson NY, LLC brings over 70 years of expertise in delivering high-quality products, innovative design, and exceptional service solutions tailored to K-12, Higher Education, Healthcare, Libraries, Athletics, and Arena environments. Our mission, "<i>We Furnish Education</i>," drives every aspect of our work, as we collaborate with architects, schools, and customers to create flexible and forward-thinking educational and athletic spaces.</p> <p>Through strong vendor partnerships and a commitment to excellence, Nickerson NY, LLC continues to redefine educational and professional environments with versatile and innovative solutions that inspire learning, creativity, and success.</p> <p>We place students need at the heart of our mission ensuring our furniture and design services focus on creating environments that inspire and support learning. As a comprehensive end-to-end solution provider, Nickerson NY, LLC accompanies you through every step—from product selection to installation, providing expert guidance to achieve your vision and goals with ease. We offer detailed layouts and budgets to deliver clear, comprehensive project plans that ensure success.</p> <p>Our extensive capabilities include offering a wide array of furniture and equipment, allowing us to remain versatile and meet the ever-evolving needs of all spaces. By leveraging onsite and inside project managers alongside advanced technology, we maintain control over scope, cost, time, safety, and quality. Dedicated to student safety, all our products meet the latest codes and standards. Safety is our top priority on every job site.</p> <p>We also ensure your investment continues to perform long after installation with our full-service repair department. From inspections and safety services to replacement parts, we support many of the products we supply. To stay ahead of industry trends, standards, and best practices, our sales personnel and employees participate in regular product training, cementing Nickerson's reputation as a leader in Furniture, Fixtures, and Equipment.</p>
	<i>Outline how your products and services compare to those of your competitors.</i>	<p>Nickerson NY, LLC is your comprehensive solution for all your needs, offering a wide range of furniture and equipment for athletics, libraries, classrooms, cafeterias, toilet partitions, grandstands, and casework.</p> <p>We have been in the industry over 70 years and our executive and sales team have a combined total of 300 years’ experience at Nickerson NY, LLC. We boast a team of 20 sales representatives who can personally assist with layout, product, and color selections onsite. Additionally, we have a full-service repair department and warehouse for inventory to service our products. Nickerson NY, LLC also has a dedicated team of project managers who oversee projects from job meetings through installation, serving as the point of contact for all onsite situations.</p>

		<p>Our teams undergo a minimum of 20 hours of product training attending conferences such as Ed Spaces, Neocon and manufacturer visits to stay updated on the latest industry trends and a minimum of 15 hours of professional development focused on enhancing client relationship skills.</p> <p>Nickerson NY, LLC's commitment to understanding labor laws is demonstrated by hiring experienced attorneys, attending labor conferences, and enrolling our employees in state apprenticeship programs</p> <p>We pride ourselves on representing reputable manufacturers known for their exceptional quality and reliability. Our commitment to excellence is reflected in our selection of products, which are valued for their durability and innovative design. We ensure that every product we offer meets the highest standards, providing our clients with solutions that are both functional and aesthetically pleasing. By partnering with trusted manufacturers, we guarantee that our customers receive only the best, reinforcing our reputation for delivering quality and value in every project.</p>
	<i>Describe any customization capabilities offered for standard product lines.</i>	Customization is available upon request.
	<i>Outline your digital design and visualization capabilities including digital rendering options.</i>	<p>Nickerson NY, LLC has invested in new hardware and design software licenses (Kits Collaborator/CET) to provide capabilities of furnishing our customers with both 2D and 3D renderings of spaces. This design software speeds up the design process and makes it easy to update projects in real-time. Our design software generates accurate BOMs and other necessary documents, reducing the time spent on administrative tasks. Designs are precise and match the manufacturer's specifications. Our design software provides photo realistic renderings and helps clients visualize the final product enhancing communication and collaboration resulting in streamlining the workflow from design to production.</p> <p>We also have licenses in CAD and Bluebeam allowing us to overlay and collaborate with architectural plans, provide measurements and mark ups to ensure accurate field checks and successful installations.</p> <p>See attachments Performance Capability - Section 1 Paragraph 4 Digital Design 1-3</p>
	<i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i>	<p>Nickerson NY, LLC has offices in both NY and NJ and proudly serves NY, NJ, PA for furniture and equipment solutions and nationally for arena curtains.</p> <p>Nickerson NY, LLC 11 Moffitt Boulevard Bay Shore, NY 11706</p> <p>Nickerson NY, LLC - Warehouse 33 Comac Loop, Units 11/12 Ronkonkoma, NY 11779</p> <p>Nickerson NY, LLC 515 Union Avenue Union Beach, NJ 07735</p>

		Nickerson NY, LLC 517 West Farm Woods Lane Fort Ann, NY 12827
	<i>Outline any value-added capabilities not already addressed.</i>	Nickerson NY, LLC has many partners who hold WBE and/or MBE, SVDOB certifications. Partnering with MBE, WBE, and SVDOB's helps companies diversify their supplier base, which can lead to more innovative solutions and a broader range of perspectives.  This also allows us to comply with state regulations that require a certain percentage of business to be conducted with MBE/WBE/SVDOB.
Customer implementation and project management	<i>Outline project management methodologies from initial assessment to final installation.</i>	Customer Implementation and project management:  <b>1. Initial Customer Contact</b> <ul style="list-style-type: none"><li>• <b>Source of Inquiry:</b> Either from our marketing department, repeat customers, budget requests</li><li>• <b>Objective:</b> Understand the customer's initial needs and establish the scope of the project.</li></ul>
		<b>2. Sales Team Engagement</b> <ul style="list-style-type: none"><li>• <b>Initial Meeting:</b> The sales team meets with the client to thoroughly understand their specific and custom needs. Nickerson NY, LLC has 20 salespeople.<ul style="list-style-type: none"><li>○ <b>Customer Needs Analysis:</b> Discussions around budget, timelines, desired outcomes, and specific requirements for the project.</li><li>○ <b>Solution Proposal:</b> Sales team explains possible product solutions or services that meet client needs.</li></ul></li></ul>
		<b>3. Proposal and Estimation</b> <ul style="list-style-type: none"><li>• <b>Detailed Meeting:</b> After gathering requirements, the sales team presents a more detailed proposal with drawings, samples, and color selections<ul style="list-style-type: none"><li>○ <b>Custom Drawings/Plans:</b> Our design team creates detailed drawings that represent the project scope.</li><li>○ <b>Collaboration with Inside Estimators:</b> Sales team works with estimators to determine accurate pricing based on the drawings, materials, and project requirements.</li></ul></li></ul>
		<b>4. Final Review and Approval</b> <ul style="list-style-type: none"><li>• <b>Customer Review:</b> Sales team and project coordinator review the final design, proposal, and pricing with the client. This could take place in-person or via digital means. Revisions are made to perfect the desired outcome.</li><li>• <b>Approval Process:</b> Client provides approval for the design and budget, or any revisions are made and send Nickerson NY, LLC a PO.</li></ul>
		<b>5. Order Intake and ERP System Integration</b>

		<ul style="list-style-type: none"> <li>• <b>Order Received:</b> Once the order is received with all necessary information, it is officially processed and entered the company's ERP system. <ul style="list-style-type: none"> <li>○ <b>Project Coordinator Role:</b> A project coordinator is assigned to manage the order and track all key milestones from this point forward.</li> <li>○ <b>Project Manager Role:</b> Confirm all dimensions, site review and access.</li> </ul> </li> </ul>
		<b>6. Product Coordination</b> <ul style="list-style-type: none"> <li>○ The project coordinator continues to oversee the internal tracking of the project.</li> <li>○ <b>Regular Updates:</b> Keeping track of the project timeline, on our ERP system, weekly if not daily vendor communication, and any adjustments or changes needed.</li> <li>○ <b>Logistics:</b> The coordinator ensures that the product is being manufactured or sourced and will be ready on schedule.</li> </ul>
		<b>7. Project Management</b> <ul style="list-style-type: none"> <li>• <b>Pre-shipping Review:</b> Once products are ready to ship, the external project managers take over the project management responsibilities. <ul style="list-style-type: none"> <li>○ <b>Delivery Coordination:</b> Ensuring the products are delivered according to schedule.</li> <li>○ <b>Installation Setup:</b> Coordinating installation with customer to handle setup at the client site.</li> </ul> </li> </ul>
		<b>8. Delivery and Installation</b> <ul style="list-style-type: none"> <li>• <b>Installation:</b> The project managers oversee the installation process, ensuring everything is set up according to client specifications. <ul style="list-style-type: none"> <li>○ <b>Quality Assurance:</b> Verifying that the product is functioning as expected and meeting the client's needs and addressing any punch list issues.</li> </ul> </li> </ul>
		<b>9. Post-Installation Follow-up</b> <ul style="list-style-type: none"> <li>• <b>Client Satisfaction Check:</b> After installation, the project manager and/or sales follows up with the client to confirm satisfaction and resolve any issues.</li> <li>• <b>Ongoing Support:</b> Offering ongoing support or services if needed. Nickerson NY, LLC has a full-service department with its own warehouse to support our sales</li> <li>• <b>Feedback Collection:</b> Gathering feedback from the client to improve future projects and refine the service process.</li> </ul>
		<b>10. Project Closure and Documentation</b>

		<ul style="list-style-type: none"> <li>• <b>Closeout:</b> After the successful installation and client satisfaction is confirmed, the project is closed in the ERP system. <ul style="list-style-type: none"> <li>○ <b>Final Documentation:</b> All project documentation, including designs, estimates, and correspondence, is electronically filed for future reference.</li> </ul> </li> </ul>
		<p><b>11. Billing and Compliance Verification</b></p> <ul style="list-style-type: none"> <li>• <b>Billing Process:</b> Nickerson's Accounting team will invoice the customer. <ul style="list-style-type: none"> <li>○ <b>Equalis Co-op Fee:</b> The Accounting team will also ensure that the Equalis co-op receives the appropriate fee as per the contractual agreement.</li> </ul> </li> <li>• <b>Labor Wage Compliance:</b> The Accounting and Project Management teams will work together to verify the correct labor wage categories are adhered to, whether it is regular labor, prevailing wages, or union rates. <ul style="list-style-type: none"> <li>○ <b>State-Specific Wage Adherence:</b> For projects in specific states that require prevailing wage or union labor, the team will ensure all wage rates are confirmed and complied within the relevant department. In addition to any state required wage hub compliance and all apprentice laws</li> <li>○ <b>Documentation:</b> Relevant documentation, including prevailing wage certifications, will be maintained to ensure compliance with labor laws and client expectations.</li> </ul> </li> </ul>
	Outline what ongoing training and consulting support is available to customers.	<p>Nickerson NY, LLC provides ongoing training and consulting support to ensure your school maximizes the functionality and benefits of its new furniture, security solutions, and specialized learning environments.</p> <ul style="list-style-type: none"> <li>• Post-Installation Training from our Project Managers and Sales Teams: Hands-on guidance for staff on best practices for using and arranging new furniture, security systems, spectator seating and specialized spaces.</li> <li>• Consulting Services After sales: Ongoing recommendations for optimizing classroom layouts, integrating flexible learning environments, and enhancing student engagement.</li> <li>• Troubleshooting &amp; Assistance: Support for reconfiguration, additional training, or general troubleshooting.</li> <li>• Service Department: Provides post-delivery support for warranty work and customer training and support.</li> </ul> <p>Industry Resources for Continued Learning &amp; Innovation that Nickerson NY, LLC brings to clients directly:</p> <ul style="list-style-type: none"> <li>• EdSpaces (Education Spaces Conference): <ul style="list-style-type: none"> <li>○ A premier annual convention focused on the future of learning environments, showcasing the latest in educational furniture, technology, and design.</li> <li>○ Offers professional development sessions, product showcases, and networking with industry leaders, architects, and educators.</li> <li>○ Ed Spaces allows us to bring and / or meet with customers so they can enhance their learning.</li> </ul> </li> <li>• NeoCon (Commercial Design Expo, Including Education Spaces): <ul style="list-style-type: none"> <li>○ A major trade show highlighting cutting-edge furniture, interior design, and architectural solutions for schools and learning environments.</li> </ul> </li> </ul>



		<ul style="list-style-type: none"> <li>○ Provides access to trend insights, expert panels, and hands-on demonstrations of new classroom and campus innovations.</li> </ul> <p>Our manufacturers offer exceptional support through comprehensive training and consultation services as needed. Additionally, they provide ongoing learning opportunities that benefit our clients. Many of our factories distribute communications and videos that highlight continuous product improvements, innovative ideas, and accessories designed to enhance the environments we furnish.</p> <p>Our manufacturers also provide Continuing Education Units (CEU) credits as part of their offerings. CEU's are standardized measures of participation in professional development programs, particularly valuable for education and furniture architects. These credits are crucial for maintaining certifications and staying updated with the latest industry trends and advancements. For education architects, CEUs enhance professional growth by providing insights into innovative educational environments and design principles. For furniture architects, CEUs offer knowledge on new materials, sustainable practices, and creative design solutions.</p>
Maintenance services and staff qualifications	<i>Outline your preventative maintenance program for the offered products and services.</i>	<p>Our personnel and installers attend manufacturer OEM product and installation training to stay updated on the latest techniques and best practices. These training courses include hands-on sessions and theoretical knowledge to ensure comprehensive understanding of the products and their maintenance requirements.</p> <p>We present customers with manufacturer information on how to care for and maintain their products and offer support and guidance to help customers trouble-shoot minor issues and perform basic maintenance tasks. Upon installation completion, we provide staff training with certified installers on built-in items to ensure proper understanding of operating and maintenance instructions.</p> <p>For customers with a service agreement, we conduct routine inspections to identify potential issues and implement a schedule of regular maintenance tasks. We ensure all components are serviced according to manufacturer recommendations and maintain detailed records of all maintenance activities.</p>
	<i>Identify certifications and qualifications required by installation and maintenance staff.</i>	Our project managers and installers attend manufacturer OEM training regularly to ensure we are up to date with product and installation changes and guidelines. Our labor compliance team ensures that our team is current with requirements such as OSHA, SST, apprenticeship and other regulations as deemed by each state. We also ensure insurance certification as required by project.
	<i>Outline any warranty programs offered including term length and coverage details.</i>	All of our manufacturers offer a standard warranty. Warranties can be furnished upon request.
Integration with other platforms	<i>Outline any online ordering system applications and integration capabilities with existing systems.</i>	Nickerson NY, LLC does not currently have online ordering system applications or integration capabilities.
Quality control and compliance	<i>Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.</i>	<p><b>Quality Control Process and Compliance</b></p> <p>At Nickerson NY, LLC quality control and compliance are integral to delivering exceptional products and services to our clients, particularly in the education sector. We ensure that every project, from start to finish, meets or exceeds industry standards and adheres to federal, state, and local laws. Below is an outline of how Nickerson addresses quality control and compliance with our select manufacturers and confirms compliance for educational industry standards for furniture and equipment</p>

		<p><b>1. Manufacturer Selection and Partnerships</b></p> <ul style="list-style-type: none"> <li>• <b>Reputable Manufacturers:</b> Nickerson NY, LLC carefully selects manufacturers that have a proven track record of producing high-quality products. These manufacturers are vetted to ensure their adherence to industry standards such as <b>GREENGUARD</b>, <b>BIFMA</b>, <b>ISO</b> and other certifications that guarantee safety, durability, and environmental responsibility.</li> <li>• <b>Certified Manufacturers:</b> We prioritize manufacturers with certifications that align with our commitment to quality and sustainability, including: <ul style="list-style-type: none"> <li>○ <b>GREENGUARD Certification:</b> Ensures that products have low chemical emissions, improving indoor air quality.</li> <li>○ <b>BIFMA Certification:</b> Ensures that products meet rigorous safety, durability, and performance standards for commercial furniture.</li> <li>○ <b>ISO Certification:</b> Many of our manufacturers are ISO-certified, ensuring consistent quality and adherence to best practices in manufacturing.</li> <li>○ <b>UL (Underwriters Laboratories) Testing:</b> Some products may undergo UL fire testing to ensure they meet rigorous fire safety standards before they are shipped to the customer.</li> </ul> </li> </ul> <p><b>2. Compliance with Federal, State, and Local Laws</b></p> <p>Nickerson NY, LLC adheres to the relevant legal requirements across multiple levels of government:</p> <ul style="list-style-type: none"> <li>• <b>Federal Laws:</b> <ul style="list-style-type: none"> <li>○ <b>Fire Safety Standards:</b> Nickerson NY, LLC ensures all products meet the NFPA and <b>Federal Fire Prevention and Control Act</b>, ensuring that materials used are flame-resistant or meet specific fire-retardant standards.</li> <li>○ <b>OSHA Compliance:</b> Our manufacturing partners comply with <b>OSHA (Occupational Safety and Health Administration)</b> standards to protect the safety of workers involved in the production of our furniture.</li> <li>○ <b>Americans with Disabilities Act (ADA):</b> Products meet ADA requirements for accessibility, ensuring that all users, regardless of ability, can interact with and use the furniture.</li> </ul> </li> <li>• <b>State and Local Regulations:</b> <ul style="list-style-type: none"> <li>○ <b>CAL 133</b> is a fire safety standard specifically for <b>upholstered furniture</b> in public spaces, such as <b>schools, hospitals, and commercial buildings</b>.</li> <li>○ <b>State Fire Codes:</b> Depending on the state, Nickerson NY, LLC ensures products meet specific <b>state fire codes</b>, such as those outlined in <b>NFPA (National Fire Protection Association)</b> standards, to ensure the furniture's fire resistance.</li> <li>○ <b>Local Building Codes:</b> Products are also vetted to meet local building codes that may include specific requirements for materials used in school environments.</li> </ul> </li> </ul> <p><b>3. Material Safety and Testing Protocols</b></p>
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		<p>Nickerson NY, LLC ensures that the materials used in our products meet stringent safety standards. We work with our manufacturers to confirm they incorporate regular testing and adherence to materials regulations in the project lifecycle:</p> <ul style="list-style-type: none"> <li>• <b>Material Sourcing:</b> <ul style="list-style-type: none"> <li>○ Nickerson partners only with suppliers and manufacturers who use non-toxic, sustainable materials that comply with relevant safety regulations. Materials such as paints, finishes, and adhesives are tested to ensure low levels of volatile organic compounds (VOCs).</li> </ul> </li> <li>• <b>Fire Code Compliance:</b> <ul style="list-style-type: none"> <li>○ <b>Fire Retardant Materials:</b> Nickerson NY, LLC works with manufacturers who use fire-retardant or fire-resistant materials in compliance with local and federal fire codes, ensuring that all furniture pieces used in schools or public spaces meet <b>NFPA 701</b> standards (a standard for testing fabrics for flame resistance).</li> <li>○ <b>UL (Underwriters Laboratories) Testing:</b> Some products may undergo UL fire testing to ensure they meet rigorous fire safety standards before they are shipped to the customer.</li> </ul> </li> <li>• <b>Durability Testing:</b> <ul style="list-style-type: none"> <li>○ <b>ASTM (American Society for Testing and Materials) Standards:</b> Many products undergo <b>ASTM testing protocols</b>, which assess various factors such as wear resistance, impact resistance, and overall durability.</li> <li>○ <b>Load-Bearing Capacity:</b> BIFMA's stringent load bearing and safety tests ensure that products can withstand everyday use, especially in environments like classrooms where furniture is regularly moved or subjected to heavy use.</li> </ul> </li> </ul>
		<p><b>4. Ongoing Quality Control</b></p> <p>Nickerson NY, LLC maintains a robust internal quality control system that includes both proactive and reactive measures to ensure the highest level of quality:</p> <ul style="list-style-type: none"> <li>• <b>Inspection and Testing:</b> All incoming products undergo inspection either at our warehouse or onsite at delivery to ensure compliance with the agreed-upon specifications, standards, and regulatory requirements.</li> </ul>
		<p><b>5. Documentation and Certification</b></p> <p>Nickerson NY, LLC's manufacturers maintain comprehensive records of all certifications, test results, and compliance reports for their products and all materials used. These records are available for customer review upon request and ensure that the products we deliver are fully compliant with all relevant standards.</p> <ul style="list-style-type: none"> <li>• <b>Certifications:</b> All product certifications (e.g., GREENGUARD, BIFMA, ISO, UL) and test results are documented and maintained for reference.</li> </ul>
	Identify measures taken to stay current with technological advancements and	<p>At Nickerson NY, LLC technology is the cornerstone of our ability to design smarter spaces, deliver faster solutions, and foster innovation. Whether you're outfitting a new office, updating a learning environment, redoing your gymnasium, or rethinking your security setup, we leverage the latest tools and technology to guide every step.</p> <p><u><b>Smarter Space Planning &amp; Design Across All Product Lines</b></u></p>

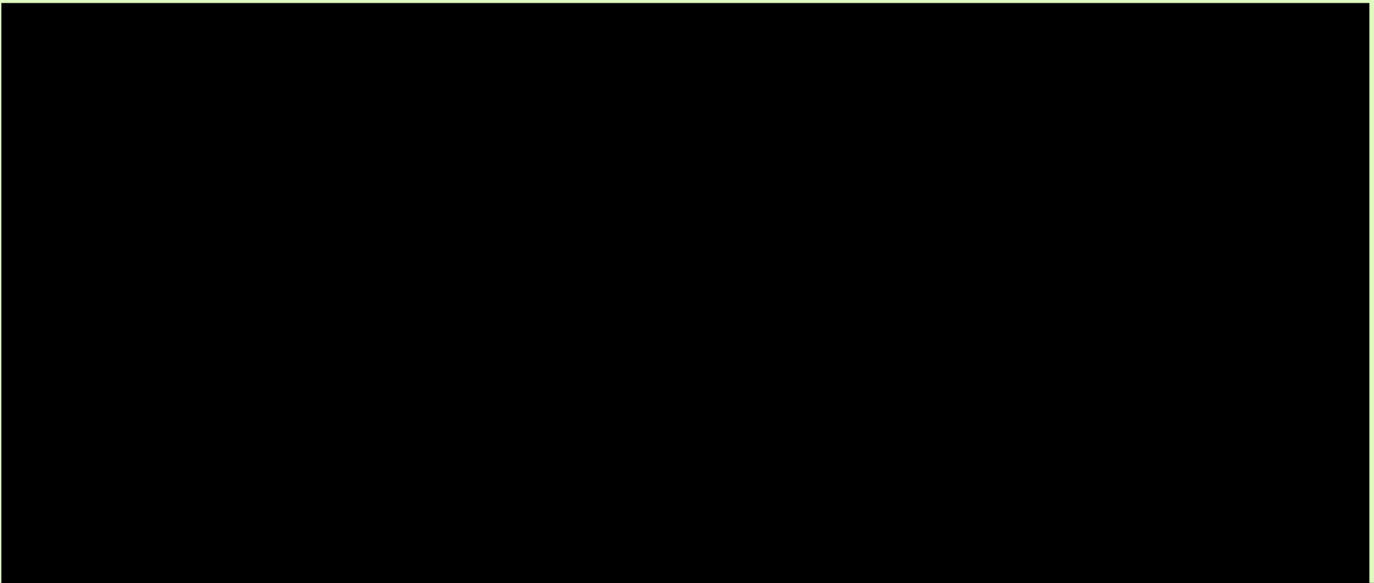
	<p><i>integration into product lines.</i></p>	<p>We utilize Bluebeam, CET Designer, and AutoCAD to swiftly generate accurate layouts, configure products, and provide real-time visualizations. By combining these tools with our extensive product lines, we can:</p> <ul style="list-style-type: none"> <li>• Recommend the best furniture layouts based on space and usage</li> <li>• Accelerate the design and product selection process</li> <li>• Minimize planning errors before anything is ordered or installed</li> </ul> <p><b><u>Predictive Insights with Salesforce &amp; Accounting Seed</u></b></p> <p>Our internal platforms—Salesforce and Accounting Seed—enable us to analyze market data, seasonal trends, and customer behavior. This allows us to:</p> <ul style="list-style-type: none"> <li>• Collaborate with manufacturers to stock the right products and ensure timely delivery</li> <li>• Minimize lead times and avoid backorders</li> <li>• Make smarter, real-time product recommendations for our clients</li> </ul> <p><b><u>Visual Tools to Guide Customer Decisions</u></b></p> <p>With our internal systems, customers, sales staff, and project teams can:</p> <ul style="list-style-type: none"> <li>• Upload photos of their space and receive tailored product suggestions</li> <li>• Preview how furniture will look and fit using 2D and 3D drawings before committing to a purchase</li> </ul> <p><b><u>Reporting &amp; Trend Monitoring</u></b></p> <p>Our advanced reporting capabilities help us track delivered products, identify warranty issues, and monitor product performance. This enables us to:</p> <ul style="list-style-type: none"> <li>• Keep our recommendations aligned with current trends and demands</li> <li>• Stay ahead of emerging needs in workplaces and learning environments</li> <li>• Support long-term planning and design evolution</li> </ul> <p><b><u>Internal Training &amp; Continuous Education</u></b></p> <p>We partner with our manufacturers to provide internal training, ensuring our team is always up to speed on:</p> <ul style="list-style-type: none"> <li>• The latest furniture technologies and systems</li> <li>• Product configuration and specification best practices</li> <li>• Design thinking, ergonomic planning, and hybrid workspace strategies</li> </ul> <p><b><u>AR/VR-Enhanced Demonstrations</u></b></p> <p>Many of our factory partners use augmented and virtual reality for immersive, hands-on product demonstrations and virtual factory tours. These tools allow clients—especially schools and facility managers to:</p> <ul style="list-style-type: none"> <li>• Experience real-world simulations of product setups and configurations</li> <li>• Participate in virtual presentations as if they were using the products or touring the factory</li> </ul> <p><b><u>Mobile Apps for Instant Product Knowledge</u></b></p> <p>Our sales team can access up-to-date product details, installation guides, and customization options on the go using mobile apps—ensuring fast, accurate recommendations during client consultations.</p> <p><b><u>Customer Training Portals</u></b></p> <p>Many of our manufacturing partners provide customer portals that offer 24/7 access to:</p> <ul style="list-style-type: none"> <li>• Step-by-step video tutorials for assembly and installation</li> <li>• Maintenance and care instructions to maximize product life and performance</li> </ul> <p><b><u>Webinars &amp; Virtual Workshops</u></b></p> <p>We collaborate with manufacturers to host live webinars and virtual training sessions for end users. These allow customers to:</p> <ul style="list-style-type: none"> <li>• Get in-depth walkthroughs of product features</li> <li>• Ask real-time questions and receive expert guidance</li> <li>• Learn how to best utilize ergonomic and tech-enabled furniture (e.g., smart desks, AV-integrated conference tables)</li> </ul> <p><b><u>Manufacturer Portals for Streamlined Project Management</u></b></p>
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		<p>Managing complex projects is faster and more accurate when we use manufacturer portals, which help us with:</p> <p><b><u>Real-Time Order Tracking &amp; Status Updates</u></b></p> <ul style="list-style-type: none"> <li>• Monitor production and shipping in real-time</li> <li>• Accurately estimate lead times and adjust schedules</li> <li>• Stay informed on availability and communicate proactively with clients</li> </ul> <p><b><u>Configuring &amp; Customizing Products</u></b></p> <ul style="list-style-type: none"> <li>• Customize finishes, sizes, and configurations to meet client specs</li> <li>• Use built-in 3D tools to create visual layouts before ordering</li> </ul> <p><b><u>Project Coordination Tools</u></b></p> <ul style="list-style-type: none"> <li>• Collaborate with suppliers on schedules, budgets, and logistics</li> <li>• Track milestones, changes, and communication in one centralized location</li> </ul> <p><b><u>Product Documentation &amp; Compliance</u></b></p> <ul style="list-style-type: none"> <li>• Access updated specs, technical drawings, and certification documents</li> <li>• Share product info easily with clients during design and quoting stages</li> </ul> <p><b>At Nickerson NY, LLC technology empowers everything we do—from planning and product selection to delivery and support. It helps us work smarter, faster, and more collaboratively, delivering a better experience for our clients every time.</b></p>
	<p><i>Outline all applicable product certifications currently held such as BIFMA or ADA.</i></p>	<p>Please see the attached product certifications.</p>
	<p><i>Describe initiatives in place to address environmental impact measures such as product recycling, refurbishment, and disposal at end of life.</i></p>	<p>As a dealer representing a range of leading school furniture manufacturers, we are committed to supporting and promoting environmentally responsible practices throughout the product lifecycle, even though we do not manufacture products directly. Our environmental initiatives include:</p> <ol style="list-style-type: none"> <li>1. <b>Manufacturer Partnerships:</b> We align with manufacturers that prioritize sustainability and incorporate recycling, refurbishment, and responsible disposal into their product design and lifecycle management. Many of our partners hold certifications such as GREENGUARD, BIFMA LEVEL®, and ISO 14001, reflecting strong environmental stewardship. Manufacturers with GREENGUARD-certified products include Smith System, CEF, Palmer Hamilton, Safco, Virco, Haskell, Whitney Brothers, and MooreCo.</li> <li>2. <b>Product Recycling &amp; Disposal Guidance:</b> We provide clients with guidance on recycling and responsibly disposing of furniture at end of life, connecting them with manufacturer-supported programs or local recycling resources when available. Several of our key partners—including Smith System, MooreCo, Haskell, Palmer Hamilton, Virco, and Safco—design products with recyclable materials and consider disassembly for easier recycling. We actively promote these options to support waste reduction in educational environments.</li> <li>3. <b>Furniture Refurbishment &amp; Reuse:</b> We work with clients to assess opportunities for refurbishing existing furniture—such as reupholstering or replacing worn components on auditorium seating—instead of full replacement, helping extend product lifespan and reduce waste. In addition, when appropriate, we assist schools in coordinating the donation of gently used furniture to other schools, nonprofit organizations, or community programs, giving items a second life and diverting them from landfills.</li> <li>4. <b>Logistics &amp; Waste Minimization:</b> Our delivery and installation practices are designed to minimize environmental impact, including responsible packaging disposal, use of blanket-wrapped shipments, and efficient routing strategies such as pup trucks to reduce emissions and packaging waste.</li> </ol>





		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
	What was your annual sales volume over last three (3) years?	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
History of meeting products and services deadlines	Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.	<p>Please see attached Customer Implementation – Section 8 Paragraph 1 Outline Process Timeline 1</p> <p>Nickerson NY, LLC leverages Salesforce as our Customer Relationship Management (CRM) system. Through extensive customization, we have integrated project milestone dates with automatic reminders. This ensures that we never miss a deadline and maintain a seamless workflow. Our projects are monitored daily, and we conduct comprehensive reviews with the entire team on a weekly basis to ensure everything is on track.</p> <p>Our manufacturers consistently achieve an On-Time Delivery (OTD) rate of 95% or higher. This high level of reliability ensures that our products are delivered promptly and meet our customers' expectations. In the rare instances where a product is delayed due to unforeseen circumstances, Nickerson NY, LLC proactively collaborates with the vendor to provide alternative solutions and expedite the delivery of delayed products. This commitment to problem-solving and customer satisfaction is a cornerstone of our service.</p> <p>Nickerson NY, LLC collaborates with several installers, each boasting over 30,000 square feet of warehouse space. This extensive capacity allows us to ship and receive all products directly to the installer's warehouse. By consolidating deliveries in this manner, we can ensure</p>

		that all items are re-delivered to the customer in a single shipment. This streamlined process facilitates a more efficient installation, eliminating the need for multiple deliveries and thereby saving both time and money.
Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency	<p>Nickerson NY, LLC is uniquely positioned to provide comprehensive management reports that meet the stringent requirements of the Equalis Bid. Our project accounting system ensures tracking and monitoring of all financial activities, guaranteeing compliance with public procurement guidelines. We excel in delivering detailed billing reports by location, enabling efficient cost management across diverse customers and job sites. Furthermore, our advanced time and attendance reporting capabilities allow for precise tracking of man hours at each job site, including certified payroll reports. This provides accurate insights into employee hours while performing Nickerson NY, LLC's approved scope of work. These robust features ensure that all data is tracked, reported, and monitored, facilitating seamless compliance with the Equalis Bid requirements.</p> 
	Provide your safety record, safety rating, EMR and worker's compensation rate where available.	Please see attached EMR and OSHA reports (Customer Implementation – Section 9 Paragraph 2 Safety Record 1-4)



		<table><tr><th>W/C Code</th><th>W/C State</th><th>Regular W/C Allocation</th><th>Overtime W/C Allocation</th><th>Double Time W/C Allocation</th></tr><tr><td>5429</td><td>NY</td><td>9.55%</td><td>6.40%</td><td>4.77%</td></tr><tr><td>5437</td><td>NJ</td><td>16.43%</td><td>11.01%</td><td>8.22%</td></tr><tr><td>5606</td><td>NY</td><td>4.93%</td><td>3.30%</td><td>2.47%</td></tr><tr><td>5606</td><td>NJ</td><td>4.10%</td><td>2.75%</td><td>2.05%</td></tr><tr><td>8018</td><td>NY</td><td>4.82%</td><td>3.23%</td><td>2.41%</td></tr><tr><td>8742</td><td>CO</td><td>0.15%</td><td>0.10%</td><td>0.08%</td></tr><tr><td>8742</td><td>NC</td><td>0.17%</td><td>0.11%</td><td>0.09%</td></tr><tr><td>8742</td><td>NJ</td><td>0.60%</td><td>0.40%</td><td>0.30%</td></tr><tr><td>8742</td><td>NY</td><td>0.35%</td><td>0.24%</td><td>0.18%</td></tr><tr><td>8809</td><td>NY</td><td>0.21%</td><td>0.14%</td><td>0.10%</td></tr><tr><td>8810</td><td>NJ</td><td>0.24%</td><td>0.16%</td><td>0.12%</td></tr><tr><td>8810</td><td>NY</td><td>0.15%</td><td>0.10%</td><td>0.07%</td></tr><tr><td>8810</td><td>SD</td><td>0.11%</td><td>0.07%</td><td>0.05%</td></tr></table>	W/C Code	W/C State	Regular W/C Allocation	Overtime W/C Allocation	Double Time W/C Allocation	5429	NY	9.55%	6.40%	4.77%	5437	NJ	16.43%	11.01%	8.22%	5606	NY	4.93%	3.30%	2.47%	5606	NJ	4.10%	2.75%	2.05%	8018	NY	4.82%	3.23%	2.41%	8742	CO	0.15%	0.10%	0.08%	8742	NC	0.17%	0.11%	0.09%	8742	NJ	0.60%	0.40%	0.30%	8742	NY	0.35%	0.24%	0.18%	8809	NY	0.21%	0.14%	0.10%	8810	NJ	0.24%	0.16%	0.12%	8810	NY	0.15%	0.10%	0.07%	8810	SD	0.11%	0.07%	0.05%	
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Qualification and Experience (25 Points)																																																																									
Respondent reputation in the marketplace	Provide a link to your company's website	www.nickersoncorp.com																																																																							
	Please provide a brief history of your company, including the year it was established.	Nickerson Corporation was founded by Don Nickerson in 1952. In 1969, Bob Keller joined as a salesperson and acquired the Company in 1981. In 1994, Bob's daughter Stephanie Keller joined Nickerson. They commenced operations in New Jersey to service its growing market there in 1997. In 2011, CEO Stephanie Keller and five other employees acquired Nickerson from Bob Keller. In 2022, Nickerson Corporation sold the majority shares to Chicago Capital Partners, the five partners still own a 37% of the shares and run the operations.																																																																							
Past relationship with Region 10 ESC and/or Region 10 ESC members	Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?	Nickerson NY, LLC has not directly collaborated with Region 10, but several of our manufacturers are part of Equalis. Through this connection, we have served as a dealer for Region 10, working with brands like Hon, Alumni, and NPS.																																																																							
Experience and qualification of key employees	Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable	Nickerson NY, LLC's approach to customer service is distinctive. While our sales team manages each project from inception to completion, they collaborate with specialized teams that drive project management. Our teams are divided into product categories (Furniture, Athletics, Casework, Service, and Major Projects), making them experts in their respective areas. Each team plays a crucial role in ensuring the success of Equalis. The collaboration across departments ensures that projects are completed on time, within budget, and exceed client expectations. With a unified approach to project coordination, customer engagement, estimating, marketing, sales, and financial oversight, Nickerson NY, LLC is positioned to be a reliable and valuable partner for Equalis, consistently delivering high-quality educational furniture and equipment solutions for the co-op's needs. <b>Executive Support:</b> All of Nickerson's executives are considered operational executives and are actively involved in overall operations. <ul style="list-style-type: none"><li><b>Stephanie Keller, CEO:</b> Stephanie has been with the company for 31 years, starting as a salesperson and working her way up to CEO. She remains deeply engaged in sales with the Marketing, Business Development and Furniture Divisions reporting to her directly.</li><li><b>Bruce Paci, General Manager and COO:</b> Bruce has been with the company for over two decades. He manages all day-to-day operations of the entire company. His strengths in strategic planning, operational oversight, and performance monitoring ensure the company's continued success.</li></ul>																																																																							

		<ul style="list-style-type: none"> <li>• <b>Matthew Schwartz, CFO:</b> Matt has been with Nickerson for approximately 1.5 years. He brings with him 26 years of Finance experience including 17 years with government-wide acquisition contracts.</li> <li>• <b>Scott Leykamm, VP of Operations:</b> Scott has been with the company for just over a year. This is a new position for Nickerson NY, LLC. Scott's role is to assist Bruce in day-to-day operations and directly manage all project coordinators in the Built-Ins Division. Scott comes from the warehouse/distribution world.</li> <li>• <b>Beth Poskus, Director of Furniture:</b> Beth has been with Nickerson for over 20 years. She is responsible for all furniture operations, directing her team and leading the design and selection of furniture products to align with market trends and customer needs. Her experience with local co-ops, state and national contracts, and contract reporting strengthens our position with Equalis and customers.</li> <li>• <b>Dana Lundin, Vice President:</b> Dana, with 20 years of experience, is a master salesperson who sells all our product lines. While Long Island is his main territory for sales, he also manages New York's estimating division for built-in items (lockers, bleachers, casework, etc.).</li> <li>• <b>Joe McGrath, Senior Estimating Manager:</b> Joe has been with Nickerson NY, LLC for over 20 years. He leads a team of three to estimate built-in products for Equalis. Joe's product knowledge is second to none, and value engineering is his specialty.</li> <li>• <b>Corey Greenberg, Director of New Business Development:</b> Corey manages our Nickerson NY, LLC sales team and all strategic marketing plans. Although the newest member of the Nickerson team (less than a year), Corey has brought amazing insights and new ideas. He is revamping the website, redesigning our conference booths, and developing innovative ways to approach customers. Corey is a welcome addition to our company, and his role with Equalis involves marketing the co-op with all available products.</li> <li>• <b>Catherine Cruz, Director of Business Systems:</b> Catherine has been with the company for 10 years. Catherine is a pioneer in Salesforce and other systems. Catherine believes strongly in continuous improvement and her efforts and knowledge of technology allows us to streamline processes, provide accurate reporting, and help deliver the best service to customers.</li> </ul> <p>Please see attached organization chart, years of service record and employee contact list for additional information Experience and Qualifications – Section 3 Paragraph 1 Contact Infor 1-3</p>
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	<div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div>
	What is your strategy to increase market share in the public sector?	<p>Nickerson NY, LLC has already planned initiatives for geographic expansion into other states. We have posted two ads seeking salespeople to explore opportunities in these new regions. Our strategy focuses on targeting neighboring states with growing educational and municipal infrastructure, such as Pennsylvania, Connecticut, Massachusetts, and Delaware, which often have expanding school systems, universities, and municipalities in need of furniture and equipment.</p> <p>Our research strategy involves hiring salespeople to concentrate on areas where new schools are being built, or existing schools are undergoing renovations. Similarly, we will target municipalities that are expanding or updating public facilities like community centers, libraries, or town halls.</p>

		<p>In line with Nickerson NY, LLC's core business, we will establish regional partnerships by collaborating with local distributors, architects, and government contracting companies to introduce Nickerson's products into new markets. Local partners will have a better understanding of state-specific purchasing processes and requirements.</p> <p>We plan to expand into broader public sector markets, including municipalities and other public sector organizations such as libraries, government offices, police stations, fire departments, and parks and recreation centers.</p> <p>To develop national brand awareness, we will expand our digital marketing efforts nationwide. This includes using targeted ads, SEO, and email campaigns to reach decision-makers in educational institutions and municipal offices across the U.S. Our strategy will target school district administrators, municipal procurement officers, and government administrators in the target states. We will develop website content that speaks to both educational and municipal clients, highlighting successful case studies from New York and New Jersey as examples of the company's credibility and track record.</p> <p>Nickerson NY, LLC will leverage social media and content marketing to showcase successful installations in schools and public spaces. We will tailor content for each sector: education (classroom furniture) and municipal spaces (government offices, libraries). We will also publish case studies, client testimonials, and high-quality images of our products in action, highlighting how Nickerson's furniture enhances public spaces, creates productive educational environments, and is designed for long-term use.</p> <p>While marketing to increase Nickerson NY, LLC's visibility, we will showcase our customized solutions for diverse public sector spaces, offices, and community centers. We will focus on sustainability and cost-effectiveness, promoting eco-friendly, durable, and low-maintenance furniture as a selling point for both educational and public sector buyers. We will position Nickerson NY, LLC as a one-stop-shop for educational and public sector clients, offering a wide range of products and services.</p> <p>We will leverage public funding and grant opportunities by assisting educational institutions and municipalities with funding options. By understanding the funding cycles and providing financing options, Nickerson NY, LLC can capture more business. We will work with educational institutions and municipal procurement officers to identify and take advantage of available government grants or budget allocations that can help fund their furniture purchases. We will offer flexible payment plans, leasing options, and financing to accommodate these clients' budgeting needs.</p> <p>We will build relationships with grant-granting organizations by establishing connections with those that administer education and public sector grants, ensuring that Nickerson NY, LLC is top-of-mind when new funding becomes available. We will create partnerships with government entities or foundations that allocate educational and municipal grants and engage in co-marketing efforts to raise awareness about Nickerson NY, LLC's ability to supply furniture solutions that align with these grants.</p> <p>We will develop specialized products for public sector needs by focusing on custom designs for educational and government spaces. This includes designing ergonomic classroom furniture, study desks, lecture hall seating, and modular furniture for municipal offices or public libraries. We will collaborate with architects and designers in both educational and municipal sectors to create furniture that suits specific needs, such as flexible seating arrangements for multi-purpose classrooms or modular workstations for government offices.</p> <p>Finally, we will create a nationwide sales team for public sector contracts by hiring or training sales representatives. As Nickerson NY, LLC expands into new states and markets, it is important to build a specialized sales force focused on public sector contracts. We will train the team on government procurement processes, tender applications, and creating long-term relationships with municipal buyers. We will expand the sales team by hiring individuals with experience in government and educational procurement and provide training on how to navigate public contracts and RFP processes to ensure successful bids.</p> <p>By executing these strategies, Nickerson NY, LLC can effectively grow its market share in both educational and municipal sectors across multiple states, expanding beyond its current geographical boundaries and targeting new public sector opportunities. This approach combines a strong online presence, geographic expansion, and long-term relationships with public institutions to establish Nickerson NY, LLC as a trusted supplier of furniture and equipment.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current	Provide information regarding whether your firm, either presently or in the past, has been involved in any	There are currently no litigations.

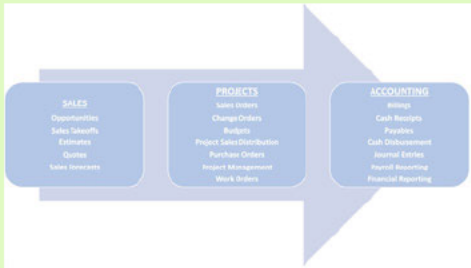
officers and directors	<i>litigation, bankruptcy, or reorganization.</i>	
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i>	<p>NJ School Development Authority - Cheryl Walcott Bediako PO Box 991, Trenton, NJ <a href="tel:609-858-2980">609-858-2980</a> Classroom Furniture, Cafeteria Furniture, Library Furniture, Science Labs, Casework 15+ Years of Service – [REDACTED]</p> <p>Bellmore-Merrick CSD - Jon Simpkins Bellmore, NY 516-992-1000 Classroom Furniture, Cafeteria Furniture, Library Furniture, Casework, Lockers, Bleachers, Office Furniture 20+ Years of Service – [REDACTED]</p> <p>Elizabeth Board of Education – Luis Milanés, Director of Plant, Property &amp; Equipment Elizabeth, NJ (908) 436-5181 Classroom Furniture, Cafeteria Furniture, Library Furniture, Science Labs, Lockers, Bleachers 10+ Years of Service – [REDACTED]</p> <p>New Rochelle SD – Keith Watkins, Director of Facilities New Rochelle, NY (914) 576-4222 Classroom Furniture, Cafeteria Furniture, Library Furniture, Casework, Lockers, Bleachers, Office Furniture, Athletics 20+ Years of Service – [REDACTED]</p> <p>Academy Charter – Donna Douglas, Business Manager Uniondale, NY 516-408-2202 Classroom Furniture, Cafeteria Furniture, Library Furniture, Casework Lockers, Bleachers, Office Furniture 10+ Years of Service – [REDACTED]</p>
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	<p>Nickerson NY, LLC intends to implement a dual approach for this contract, utilizing both direct sales and resellers/subcontractors. To ensure accuracy and consistency, our system features quoting templates. We will provide comprehensive training for our sales and estimating teams on the contract details, vendor-specific pricing, and installation parameters. Additionally, we will maintain a master file to manage any sales promotions effectively.</p> <p>All quotes from subcontractors will undergo a thorough review before being sent to the customer. Furthermore, we will develop a master data sheet to support the bid process, ensuring all necessary information is organized and accessible.</p>

Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	No owners or executives have been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
<b>Commitment to Service Equalis Group Members (15 Points)</b>		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>When planning to market and promote a national contract Nickerson NY, LLC focuses on key strategies to ensure the contract will gain visibility to our loyal clients of 70 years. We take great pride in our communication style allowing our clients to know about great benefits regarding contracts that Nickerson NY, LLC partners with. Our multi layered touchpoints will also reach our prospects/leads that leads future valuable clients.</p> <p>Any go to market task that Nickerson NY, LLC takes on, always starts at the top with our ownership and investors, this way the entire company understands the importance and buy in.</p> <p>Fortunately for us at Nickerson NY, LLC the Equalis Group Contract fits our existing strategies with how we go-to-market regarding contracts, solutions and products.</p> <p>Our go-to-market always includes two methods. Outbound marketing and Inbound marketing.</p> <p>Our Outbound marketing consists of the following methods. Traditional advertising and branding; print publication's and within industry organizations, direct mail, email blasts from our CRM Salesforce that provides valuable data, meeting requests in addition to our annual review that we provide with each client.</p> <p>We find our Inbound marketing to be just as effective and successful with our conversion rates into sales and onboarding new clients. Our Inbound consists of our website (which we are in the process of redoing and increasing our SEO/Keyword efforts), content marketing such as blogs, social media such as LinkedIn.</p> <p>Both methods also consist of monthly and yearly conferences, and association events that we attend and/or host.</p> <p>Nickerson NY, LLC will also use both methods regarding drip marketing to continue our go-to market initiative regarding the Equalis Group Contract.</p>



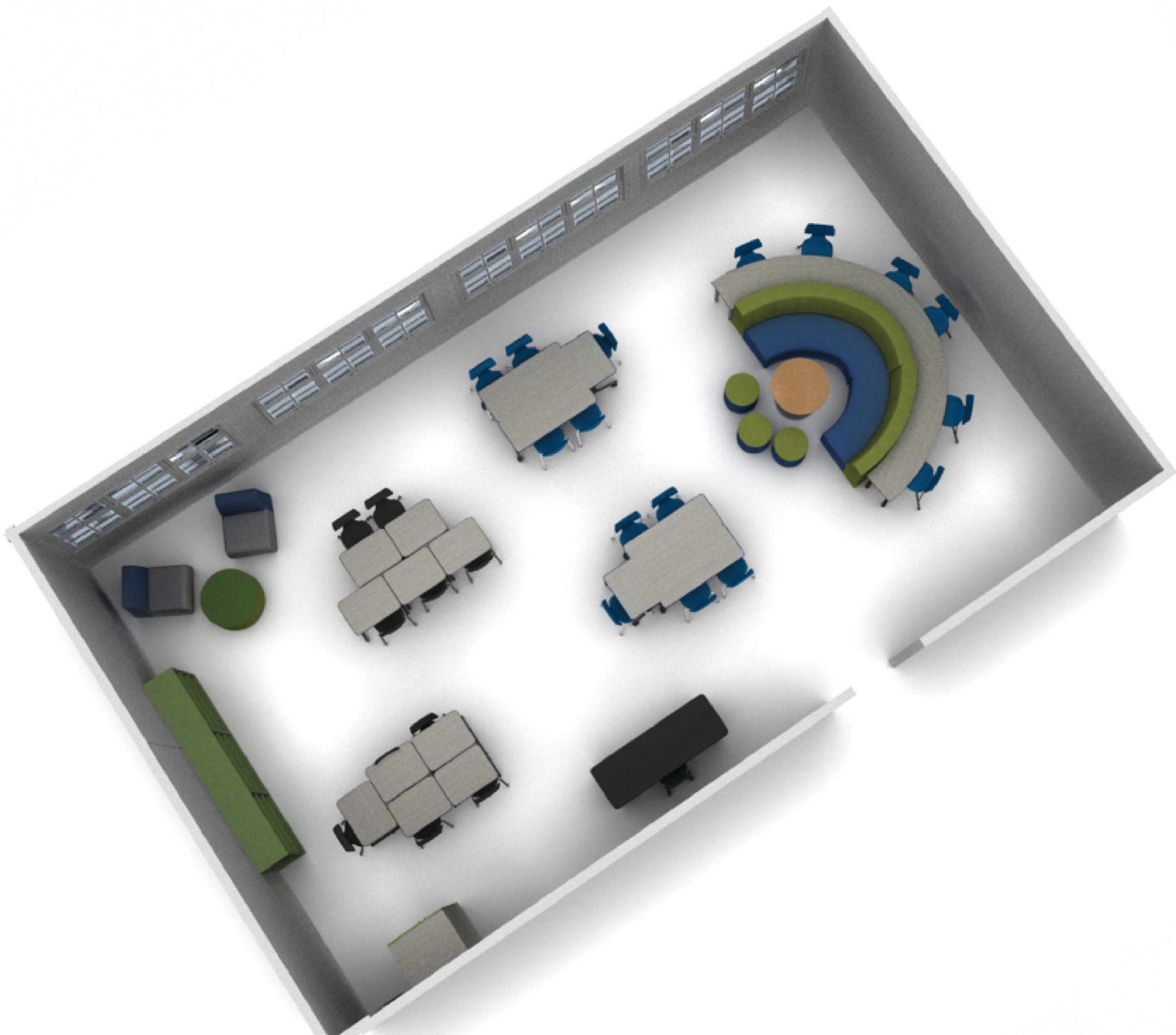
		<p>Education (K-12 and higher education) is our core focus and represents the majority of our client base. This aligns seamlessly with our current model and meets the needs of our clients. In addition, we are expanding our services to include state-run hospitals and public libraries, which will further complement our model and support our clients in streamlining their purchasing processes.</p> <p>This contract will also provide Nickerson NY, LLC the proper tool to expand into new states and provide new product lines. Our geographic expansion and product line expansion is on the forefront of our company's initiative presently and for our future to continue our growth.</p>
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	<p>Equalis will become our primary source for an extensive array of products. By consolidating our purchases through Equalis, we can streamline our procurement processes, ensuring consistency in quality and pricing.</p> <p>If awarded this contract, we will initiate a company-wide meeting to ensure all teams and members are fully informed about its significance. Each department head will convene with their respective teams, potentially in collaborative sessions, to meticulously review the contract terms, including manufacturers, discounts, fees, delivery requirements, membership details, and other pertinent information. To facilitate understanding, we will create and distribute reference guides summarizing the contract terms. Additionally, we will establish an Equalis library in SharePoint, providing a centralized location for all contract information, accessible to all teams. Follow-up meetings will be conducted to ensure comprehensive understanding of the contract and to address any questions that may arise.</p>
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Nickerson NY, LLC agrees to provide its company logo(s) to Region 10 ESC and Equalis Group. We also grant permission for the reproduction of our logo in marketing communications and promotional materials. We understand the importance of this collaboration and are happy to support these efforts in showcasing our partnership. We can and will provide you with our logo in various formats. We can also help you with the color details and why our logo verbiage is extremely important. The inclusion of <b>furniture, equipment, design, and service</b> in our logo and is essential because it reflects the core offerings and values that our company stands for. We strive in our consistency regarding marketing and our logo.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Nickerson NY, LLC can generate a variety of customized reports within our system. The Equalis contract will be entered into our CRM system and assigned a unique contract number. All orders placed through Equalis will use this contract number and be tracked accordingly. Sales reports will be pulled monthly and sent to Equalis.
	<i>Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in you Customer Relationship</i>	<ol style="list-style-type: none"> <li>1. Initial Quote Request: <ul style="list-style-type: none"> <li>○ When a customer requests a quote, the sales team creates an opportunity in Salesforce.</li> <li>○ Each opportunity is assigned a unique opportunity number.</li> </ul> </li> <li>2. Opportunity Creation: <ul style="list-style-type: none"> <li>○ Within the opportunity, there is a required field to indicate whether the quote should be generated using a contract, and if so, which contract to use.</li> </ul> </li> <li>3. Quote Generation:</li> </ol>

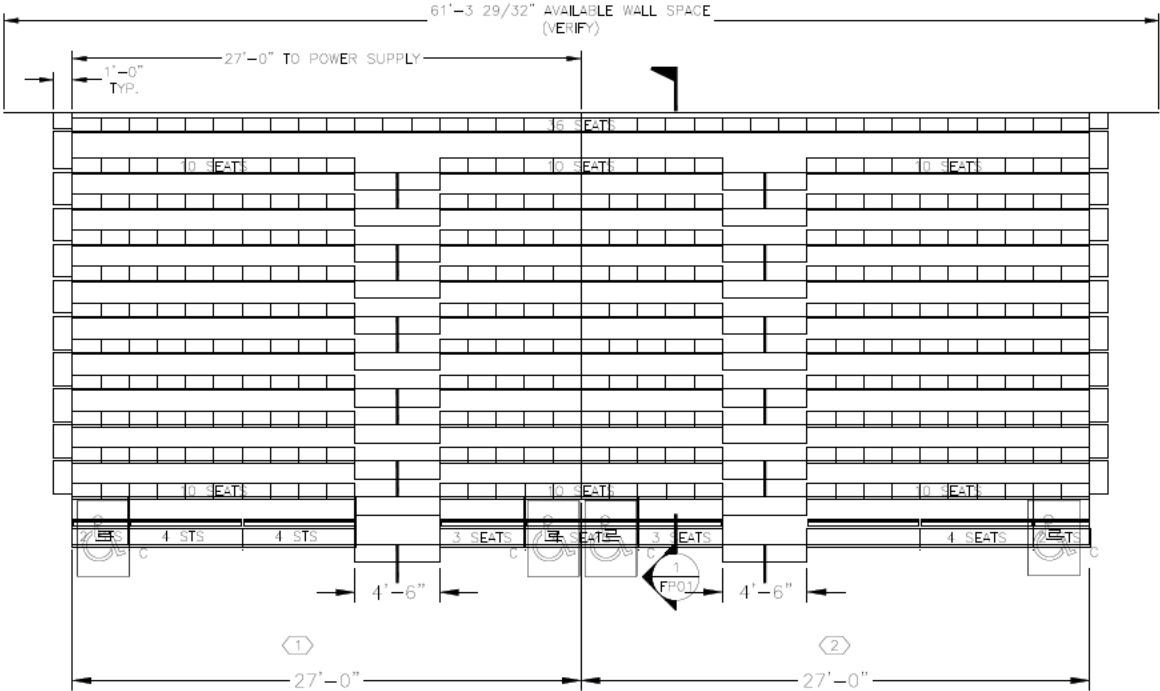
	<p><i>Management ("CRM"), sales system, or Enterprise Resource Planning ("ERP") system. Include any individuals and/or teams involved in this process.</i></p>	<ul style="list-style-type: none"> <li>○ The estimating or project coordinator generates a quote using the opportunity number as the quote number and sends it to the customer.</li> </ul> <p>4. Purchase Order:</p> <ul style="list-style-type: none"> <li>○ Once the customer's purchase order is received, the quote is automatically converted to a sales order, maintaining the original opportunity/quote number.</li> </ul> <p><b>Detailed Workflow Steps:</b></p> <ul style="list-style-type: none"> <li>• Sales Team: <ul style="list-style-type: none"> <li>○ Opportunities: Created upon receiving a quote request.</li> <li>○ Sales Takeoffs: Initial assessments and calculations.</li> <li>○ Estimates: Detailed cost estimations.</li> <li>○ Quotes: Generated using the opportunity number.</li> <li>○ Sales Forecasts: Predictive analysis based on opportunities and quotes.</li> </ul> </li> <li>• Projects: <ul style="list-style-type: none"> <li>○ Sales Orders: Automatically generated from quotes upon receiving the customer's purchase order.</li> <li>○ Change Orders: Modifications to the original sales order.</li> <li>○ Budgets: Financial planning for projects.</li> <li>○ Project Sales Distribution: Allocation of sales across projects.</li> <li>○ Purchase Orders: Orders placed for project requirements.</li> <li>○ Project Management: Coordination and management of project activities.</li> <li>○ Work Orders: Specific tasks assigned within projects.</li> </ul> </li> <li>• Contracts Management: <ul style="list-style-type: none"> <li>○ Pricing: Maintaining appropriate pricing based on corresponding entities.</li> <li>○ Contract Term Dates: Managing contract term dates to ensure compliance and accuracy.</li> </ul> </li> <li>• Accounting: <ul style="list-style-type: none"> <li>○ Billings: Invoicing based on sales orders, with components billed by location and on a periodic basis.</li> <li>○ Cash Receipts: Recording payments received.</li> <li>○ Payables: Managing outgoing payments.</li> <li>○ Cash Disbursement: Distributing funds.</li> <li>○ Journal Entries: Accounting records.</li> <li>○ Payroll Reporting: Employee payment records.</li> <li>○ Financial Reporting: Overall financial analysis and reporting.</li> </ul> </li> </ul>
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		 <p>•</p> <p>This workflow ensures that all steps are tracked, and that the opportunity number remains consistent throughout the process, from initial quote request to sales order setup to billings by location/project. The automatic conversion of quotes into sales orders streamlines the process and reduces manual intervention, ensuring accuracy and efficiency. Additionally, billing components are managed by location and can be done on a periodic basis, providing flexibility and detailed financial tracking. Contracts Management within Salesforce helps maintain appropriate pricing and contract term dates based on corresponding entities, ensuring compliance and accuracy.</p>																																																						
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<table border="1"> <thead> <tr> <th>Contract</th><th>Contract #</th><th>Term</th></tr> </thead> <tbody> <tr> <td>NY State Contract #PC70247 - Furniture, All Types (Group 20915 / Award 23295)</td><td>PC70247</td><td>12/5/23 - 12/1/28</td></tr> <tr> <td>NY State Contract #PC69586 - Athletic Equipment (Group 30204 / Award 23071)</td><td>PC69586</td><td>9/1/17 - 8/31/25</td></tr> <tr> <td>Eastern Suffolk BOCES Bid #2023-021-0401: Classroom Furniture</td><td>2023-021-0401</td><td>7/1/23 - 12/31/25</td></tr> <tr> <td>Nassau BOCES Bid #22/23-053 - Furniture - Classroom &amp; Office</td><td>22/23-053</td><td>12/16/22 - 12/15/25</td></tr> <tr> <td>Southern Westchester BOCES Bid #2023-24-C09 - Furniture, Storage, Auditorium &amp; Athletic Equipment</td><td>2023-24-C09</td><td>6/1/24 - 5/31/26</td></tr> <tr> <td>Educational Data Services Bid #12894 - New York / Island Cooperative - MSRP Furniture</td><td>12894</td><td>4/1/24 - 3/31/25</td></tr> <tr> <td>Educational Data Services Bid #12288 - New Jersey - MSRP Furniture</td><td>12288</td><td>12/1/23 - 11/30/25</td></tr> <tr> <td>Educational Data Services Bid #13037 - Locker Repair, Replacement &amp; Maintenance (NY) (Secondary)</td><td>13037</td><td>4/1/25 - 3/31/26</td></tr> <tr> <td>Educational Data Services Bid #12205 - Locker Repair, Replacement &amp; Maintenance (NJ) (Secondary)</td><td>12205</td><td>12/1/23 - 12/1/25</td></tr> <tr> <td>ESCNJ Bid #21/22-10 - Athletic Equipment &amp; Supplies</td><td>21/22-10</td><td>5/9/22 - 5/8/25</td></tr> <tr> <td>ESCNJ Bid #23/24-20 - Bleacher Systems, Exterior, Purchase and Installation</td><td>23/24-20</td><td>3/18/24 - 3/17/26</td></tr> <tr> <td>ESCNJ Bid #20/21-59 - Purchase and Installation of Interior Bleacher Systems</td><td>20/21-59</td><td>4/27/21 - 4/26/25</td></tr> <tr> <td>ESCNJ Bid #22/23-08 - Furniture &amp; Accessories</td><td>22/23-08</td><td>7/2/22 - 7/1/25</td></tr> <tr> <td>ESCNJ Bid #22/23-43 - Lockers - Purchase, Installation and Repair</td><td>22/23-43</td><td>5/9/23 - 5/8/26</td></tr> <tr> <td>ESCNJ Bid #22/23-42 - Scoreboards and Marquees - Equipment and Installation</td><td>22/23-42</td><td>5/3/23 - 5/2/25</td></tr> <tr> <td>Hunterdon County ESC Bid #HCESC-CAT-23-01</td><td>HCESC-CAT-23-01</td><td>1/23/23 - 1/23/26</td></tr> <tr> <td>PA State Contract - Commercial Furniture</td><td>4400025609</td><td>5/1/21 - 4/30/26</td></tr> </tbody> </table>	Contract	Contract #	Term	NY State Contract #PC70247 - Furniture, All Types (Group 20915 / Award 23295)	PC70247	12/5/23 - 12/1/28	NY State Contract #PC69586 - Athletic Equipment (Group 30204 / Award 23071)	PC69586	9/1/17 - 8/31/25	Eastern Suffolk BOCES Bid #2023-021-0401: Classroom Furniture	2023-021-0401	7/1/23 - 12/31/25	Nassau BOCES Bid #22/23-053 - Furniture - Classroom & Office	22/23-053	12/16/22 - 12/15/25	Southern Westchester BOCES Bid #2023-24-C09 - Furniture, Storage, Auditorium & Athletic Equipment	2023-24-C09	6/1/24 - 5/31/26	Educational Data Services Bid #12894 - New York / Island Cooperative - MSRP Furniture	12894	4/1/24 - 3/31/25	Educational Data Services Bid #12288 - New Jersey - MSRP Furniture	12288	12/1/23 - 11/30/25	Educational Data Services Bid #13037 - Locker Repair, Replacement & Maintenance (NY) (Secondary)	13037	4/1/25 - 3/31/26	Educational Data Services Bid #12205 - Locker Repair, Replacement & Maintenance (NJ) (Secondary)	12205	12/1/23 - 12/1/25	ESCNJ Bid #21/22-10 - Athletic Equipment & Supplies	21/22-10	5/9/22 - 5/8/25	ESCNJ Bid #23/24-20 - Bleacher Systems, Exterior, Purchase and Installation	23/24-20	3/18/24 - 3/17/26	ESCNJ Bid #20/21-59 - Purchase and Installation of Interior Bleacher Systems	20/21-59	4/27/21 - 4/26/25	ESCNJ Bid #22/23-08 - Furniture & Accessories	22/23-08	7/2/22 - 7/1/25	ESCNJ Bid #22/23-43 - Lockers - Purchase, Installation and Repair	22/23-43	5/9/23 - 5/8/26	ESCNJ Bid #22/23-42 - Scoreboards and Marquees - Equipment and Installation	22/23-42	5/3/23 - 5/2/25	Hunterdon County ESC Bid #HCESC-CAT-23-01	HCESC-CAT-23-01	1/23/23 - 1/23/26	PA State Contract - Commercial Furniture	4400025609	5/1/21 - 4/30/26
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<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>If awarded this contract, approaching K-12 and public agencies would require a thoughtful, strategic approach to ensure their unique needs are met while fostering long-term relationships. Our two-tier marketing approach, Inbound and Outbound is the foundation on how Nickerson NY, LLC will approach our market and new markets as well. Demonstrating the added value of the Equalis Contract will be the core focus in our messaging and communication. Showing the buyer journey using Equalis will help our clients have a true understanding of the value. Demos and meetings will bring this attention to our clients and future clients. We will also offer ongoing support and meetings to continue the success.</p> <p>When approaching both new and existing customers regarding the awarded contract, our strategy would differ slightly to ensure we cater to each group's specific needs and relationship with our organization. Having a proper discovery meeting with each client and/or prospect and understanding their organizational needs will help us to understand their gaps and allow us to demonstrate how Equalis will fill those gaps regarding purchasing. Our existing clients already have a trust with Nickerson NY, LLC and know we have their best interests. For new customers, we will establish trust and demonstrate how the awarded contract benefits them as newcomers to our organization.</p>																																																						
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the</i></p>	<p>Nickerson NY, LLC employs 20 sales representatives strategically positioned across New Jersey, New York, and parts of Pennsylvania. These representatives are organized based on both territory and product line strategies.</p> <p>Nickerson's product line strategy involves aligning the right representatives with specific products according to market needs and customer demand in each territory.</p>																																																						

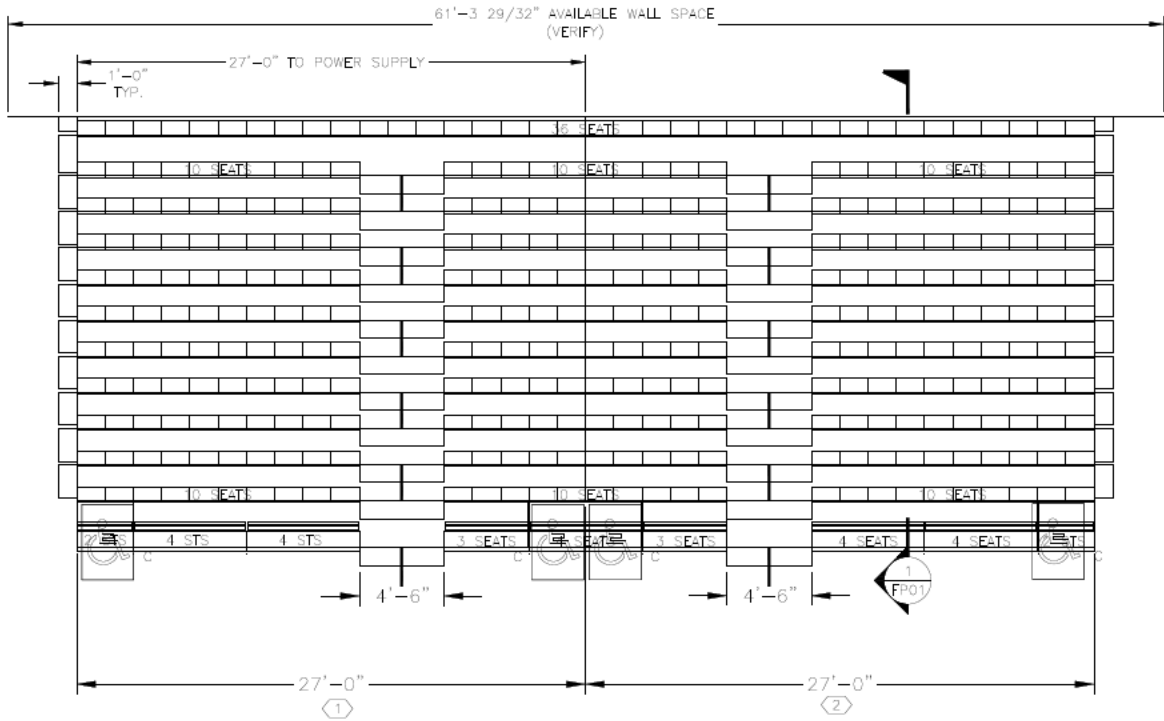


	<i>sales representatives are located.</i>	Additionally, we have a team of executives who travel across the country whenever necessary. Their national presence ensures that we can address unique market demands, foster relationships with key stakeholders, and provide personalized support to our clients, regardless of their location. This flexibility allows us to maintain a high level of service and responsiveness, adapting swiftly to emerging opportunities and challenges in various regions.





BANK A  
336 SEATS ON STAND, MAX. CAPACITY  
320 WITH ADA IN PLACE



BANK B  
336 SEATS ON STAND, MAX. CAPACITY  
320 WITH ADA IN PLACE

BANK SUMMARY

BANK: A & B  
STAND TYPE: WALL ATTACHED  
RISE: T1-T6 = 9 5/8" T7-T12 = 11 5/8"  
ROW SPACING: T1 = 33" T2-T12 = 23"  
TIERS: 12

ACCESSORIES

- 1ST TIER INTEGRAL POWER: W/PENDANT CONTROL SUPPLY
- 2 - FOOT LEVEL AISLES WITH NON-SUP TREAD INTERMEDIATE AISLE STEP(S) PER BANK
- 2 - FRONT STEPS(S) WITH NON-SUP TREAD PER BANK
- AISLE RAIL(S) MAXAM26 P-RAILS
- 2 - SELF STORING RAILED ENDS PER BANK
- COURTSIDE 10" SEATS
- FLEX ROWS
- ADA PROGRAM SUPPORT
- PADDED BENCH SEATS WITH PADDED BACKREST

ELECTRICAL SPECIFICATIONS:

EACH MOTOR: 1/2HP, 120/208V, THREE PHASE, 1.25 SERVICE FACTOR  
REF: INTEGRAL POWER SUMMARY CHART FOR QUANTITIES.  
POWER SUPPLY: (SUPPLIED BY ELECTRICAL CONTRACTOR)(E.C.)  
120/208 VOLTS, 20 AMPS, 3 PHASE, 4 CONDUCTORS + GROUND  
  
POWER SUPPLY MUST BE ON A DEDICATED CIRCUIT.  
MAXIMUM ALLOWABLE FULL LOAD VOLTAGE DROP IS 4 %.

SEATING LAYOUT NOTE

SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE SPECIFIED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED

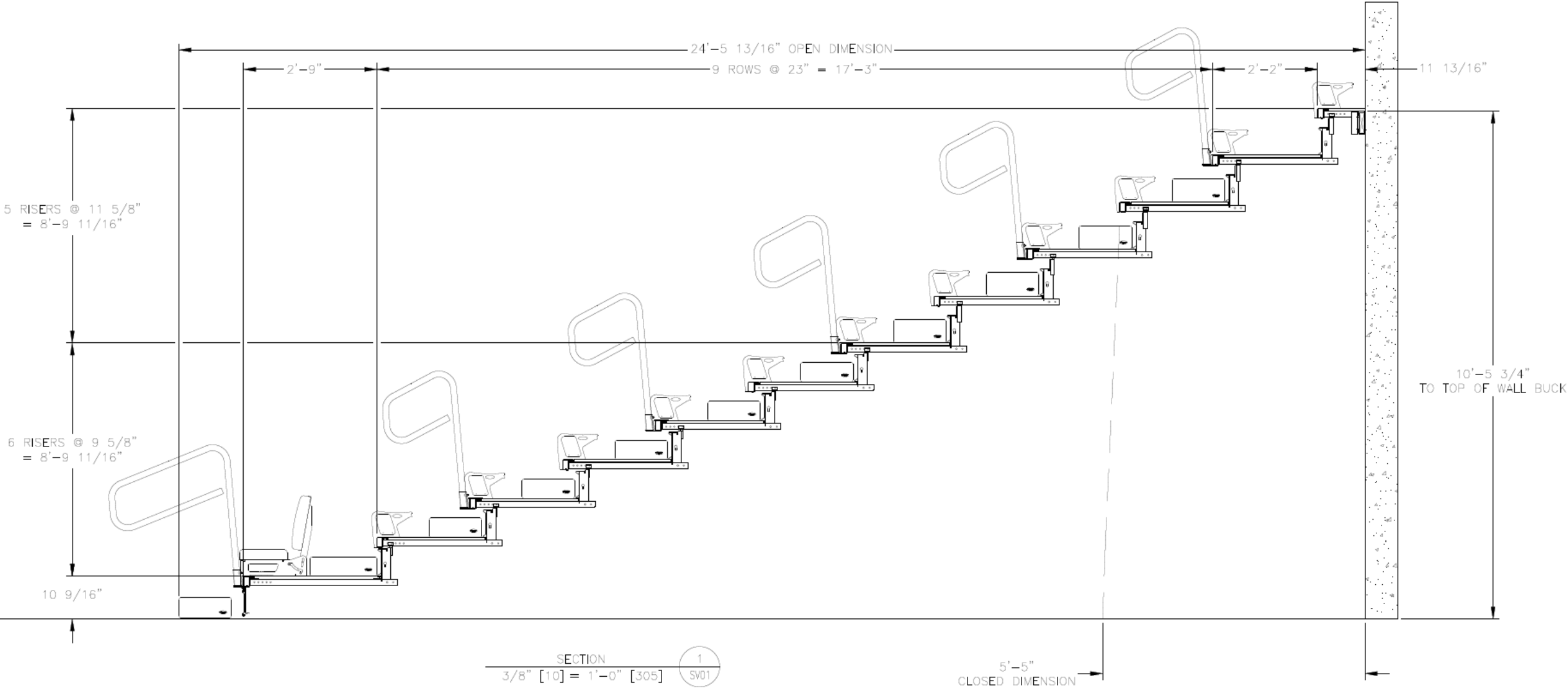
GENERAL NOTES

- THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL INSURE THAT FLOORING IS LEVEL WITHIN  $\pm 1/8"$  IN 8'-0" AND THAT THE FLOORING IS CONTINUOUS.
- THE LAYOUT SHOWN IS DRAWN PER INTERPRETATION OF:  
**IEC 2021 NJ EDITION**  
IF THE APPLICABLE CODE IS DIFFERENT THAN THE ONE STATED, PLEASE INDICATE ON THE LINE PROVIDED:  
  
IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT CANNOT BE HELD RESPONSIBLE IF ANY DEVIATION OCCURS.

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION:  
WALL CONSTRUCTION:  
ATTACHMENT TYPE:

Field Check By: \_\_\_\_\_ Date: \_\_\_\_\_ Approval By: \_\_\_\_\_ Date: \_\_\_\_\_



PRODUCT OFFERING #7

SEATING LAYOUT NOTE

SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE SPECIFIED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED

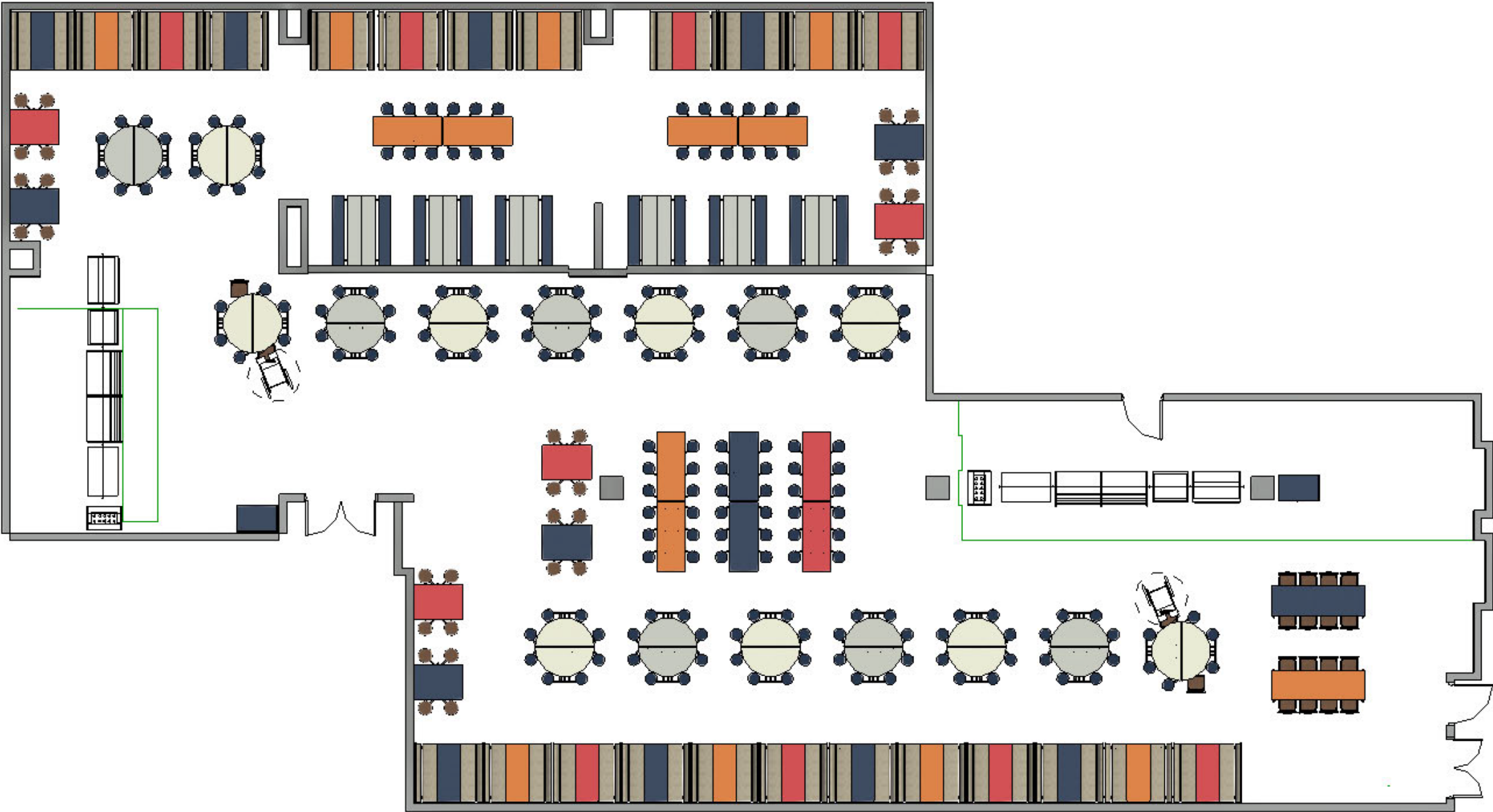
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FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION:  
WALL CONSTRUCTION:  
ATTACHMENT TYPE:

Field Check By: \_\_\_\_\_ Date: \_\_\_\_\_ Approval By: \_\_\_\_\_ Date: \_\_\_\_\_





**SCS Global Services** does hereby certify that an independent assessment has been conducted on behalf of:

# Aarco Products

21 Old Dock Road, Yaphank, New York 11980, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

## Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-105 v4.2

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.2, 7.6.3) for the open plan and private office workstation parameters.<sup>1</sup> Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan<sup>1</sup> and school classroom<sup>2</sup> parameters.

<sup>1</sup>Modeled as Individual Furniture Components

<sup>2</sup>Modeled as Classroom Furniture



INDOOR ADVANTAGE GOLD  
FURNITURE



Registration # SCS-IAQ-11066

Valid from: December 09, 2024 to December 08, 2025



A handwritten signature in black ink, appearing to read "D. Phillips".

Diana Kirsanova Phillips, Chief Assurance  
Officer,  
SCS Global Services

## **Certification Addendum**

### **Aarco Products**

Certification: Registration # SCS-IAQ-11066 | Valid from: December 09, 2024 to December 08, 2025

#### Addendum **Indoor Advantage™ Gold**

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<sup>1</sup>Modeled as Individual Furniture Components

<sup>2</sup>Modeled as Classroom Furniture

#### Products:

##### **Visual Display Products:**

10-000 Unfinished Visual Display Board, 10-000F Unfinished Painted Edge Visual Display Board, 10-120 Series Channel Trim, 10-150 Series Channel Trim, 10-160 Universal Wall Mounted Display Case with Sliding Doors, 10-161 Universal Recessed Display Case with Sliding Doors, 10-170 Horizontal Sliding Units, 10-170C Frameless Horizontal Sliding Units, 10-180 Series Low-Profile Angle Trim, 10-190 Series Reveal Angle Trim, 10-2000 Deluxe Recessed Display Board with Sliding Doors, 10-2100 Freestanding Display Case with Sliding Doors, 10-220 Series Deluxe Channel Trim, 10-2200 Wall Mounted Display Case with Sliding Doors, 10-2300 Freestanding Display Case with Sliding Doors, 10-2500 Modular Writing Surface / Tackboard, 10-320 Series Slip-On Trim, 10-350 Series Deluxe Box Trim, 10-3500 Architectural Wood Series Writing Surface / Tackboard, 10-420 Series Deluxe Slip-On Trim, 10-520 Series Deluxe Channel Trim, 10-530 Series Deluxe Blade Trim, 10-550 Series Deluxe Box Trim, 10-620 Series Slip-On Trim, 10-700 Wall Mounted Vertical Sliding Units, 10-720 Series Deluxe Slip-On Trim, 10-800 Floor Mounted Vertical Sliding Units, 10-820 Series Snap-On Trim, 10-900 Floor Mounted Vertical Sliding Units with Full Vertical Movement, 10-9000 Metal Fab Recessed Display Case with Hinged Doors, 10-921 Indoor Enclosed Bulletin Board with Hinged Doors, 10-9211 Indoor Enclosed Directory Board with Hinged Doors, 10-922 Indoor Enclosed Bulletin Board with Hinged Doors, 10-922L Indoor Enclosed Directory Board with Hinged Doors, 10-931 Indoor Enclosed Bulletin Board with Hinged Doors,

## **Certification Addendum**

### **Aarco Products**

Certification: Registration # SCS-IAQ-11066 | Valid from: December 09, 2024 to December 08, 2025

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<sup>1</sup>Modeled as Individual Furniture Components

<sup>2</sup>Modeled as Classroom Furniture

#### Products:

##### **Continued:**

10-931L Indoor Enclosed Directory Board with Hinged Doors, 10-932 Indoor Enclosed Bulletin Board with Hinged Doors, 10-932L Indoor Enclosed Directory Board with Hinged Doors, 10-941 Indoor Illuminated Enclosed Bulletin Board with Hinged Doors, 10-941L Indoor Illuminated Enclosed Directory Board with Hinged Doors, 10-942 Indoor Illuminated Enclosed Bulletin Board with Hinged Doors, 10-942L Illuminated Indoor Enclosed Directory Board with Hinged Doors, 10-950 Enclosed Bulletin Boards, 10-950L Enclosed Directory Boards with Sliding Doors, 10-990 Recessed Glazed Display Board with Hinged Doors, 6WGBM ClearVision Glass Markerboards, A Series A-Frame Sidewalk Signage, AA Series A-Frame Sidewalk Signage, ACB Series Reversible Chalkboard/Corkboard, ADC Indoor Enclosed Directory Board, AOFD Open Faced Letterboards, ARC Series Reversible Chalkboard, ARS Series Reversible Chalkboard, BA Series A-Frame Sidewalk Signage, BOFD Open Faced Letterboards, DB Natural Pebble Grain Tackable Surface, DBO Natural Pebble Grain Tackable Surface, DBW Natural Pebble Grain Tackable Surface, DBWW Natural Pebble Grain Tackable Surface, DCC Indoor Enclosed Bulletin Board, DF Designer Fabric Tackable Surface, DV, DW VIC Cork Tackable Surface, ER Natural Pebble Grain Tackable Surface, ERV, GRW Glass Rite-Wall, LA Series Extra-Large A-Frame Sidewalk Signage, MA Series A-Frame Sidewalk Signage, MLA Series Extra-Large A-Frame Sidewalk Signage, MSC Main Street Style Display Case, OB Natural Pebble Grain Tackable Surface, ODC Red Oak Felt Letterboard,



## **Certification Addendum**

### **Aarco Products**

Certification: Registration # SCS-IAQ-11066 | Valid from: December 09, 2024 to December 08, 2025

#### Addendum **Indoor Advantage™ Gold**

Conformance: Indoor Air Quality Certified to SCS-105 v4.2

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.2, 7.6.3) for the open plan and private office workstation parameters.<sup>1</sup> Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan<sup>1</sup> and school classroom<sup>2</sup> parameters.

<sup>1</sup>Modeled as Individual Furniture Components

<sup>2</sup>Modeled as Classroom Furniture

#### Products:

##### **Continued:**

OF Designer Fabric Tackable Surface, OV, OVB Overboard Resurfacing Boards, OW VIC Cork Tackable Surface, PS Porcelain Writing Surface Skins, RBB Series Reversible Corkboard, RBC Series Reversible Chalkboard/Corkboard, RC Series Reversible Chalkboard, RDF Designer Fabric Tackable Surface, RS Series Reversible Chalkboard, RV, RW Porcelain Rite-Wall, SBC Enclosed Bulletin Boards with Sliding Doors, SDC Enclosed Directory Boards with Sliding Doors, SF Designer Fabric Tackable Surface, SV, WACB Series Reversible Markerboard/Corkboard, WARC Series Reversible Markerboard, WARS Series Reversible Markerboard, WDS Multi-Purpose Series Writing Surface, WOS Multi-Purpose Series Writing Surface, WRBC Series Reversible Markerboard/Corkboard, WRC Series Reversible Markerboards, WRS Series Reversible Markerboard

# CERTIFICATE OF COMPLIANCE



**Draper, Inc.**

**Gymnasium Wall Pads**

Restrictions:

4223-410

Certificate Number

16 Oct 2007 - 16 Oct 2025

Certificate Period

Certified

Status

UL 2818 - 2022 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Gymnasium equipment is determined compliant using ASHRAE Standard 62.1-2010 ventilation conditions with a product loading based on 8.60 m<sup>2</sup> in a gymnasium environment with a room volume of 5,750 m<sup>3</sup>.

Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.



UL investigated representative samples of the identified Product(s) to the identified Standard(s) or other requirements in accordance with the agreements and any applicable program service terms in place between UL and the Certificate Holder (collectively "Agreement"). The Certificate Holder is authorized to use the UL Mark for the identified Product(s) manufactured at the production site(s) covered by the UL Test Report, in accordance with the terms of the Agreement. This Certificate is valid for the identified dates unless there is non-compliance with the Agreement.

## GREENGUARD Certification Criteria for Furniture and Mattresses

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC <sup>(A)</sup>	-	0.50	mg/m <sup>3</sup>
Formaldehyde	50-00-0	61.3 (50 ppb)	µg/m <sup>3</sup>
Total Aldehydes <sup>(B)</sup>	-	0.10	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m <sup>3</sup>
Individual VOCs <sup>(C)</sup>	-	1/10th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C6 – C16 range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GC/MS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Allowable levels for chemicals not listed are derived from 1/10th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).



# Certificate

Standard **ISO 9001:2015**

Certificate Registr. No. **01 100 1300698/01**

Certificate Holder:



**Habermaass GmbH**  
August-Grosch-Str. 28-38  
96476 Bad Rodach  
Germany

Scope:

Design, development, production, sale/mail-order business and assembly of toys, interior decoration concepts and furniture, crafting, teaching and learning material, play and work equipment for children and educational facilities

Proof has been furnished by means of an audit that the requirements of ISO 9001:2015 are met.

Validity:

The certificate is valid in conjunction with the main certificate from 2018-01-18 until 2020-12-04.

2018-01-25

A blue ink signature, likely of a representative of LGA InterCert GmbH, written over a horizontal line.

LGA InterCert GmbH  
Tillystr. 2 · 90431 Nuremberg

# Certificate

Standard **ISO 50001:2011**

Certificate Registr. No. 01 407 1300698/01

Certificate Holder:



**Habermaaß GmbH**

August-Grosch-Str. 28-38  
D - 96476 Bad Rodach

Scope:

Production of furniture, toy and dispatch commodity for children  
Dispatchtrading for children and families

Proof has been furnished by means of an audit  
that the requirements of ISO 50001:2011 are met.

Validity:

The certificate is valid in conjunction with the  
main certificate from 2016-09-16 until 2019-09-15.

2016-09-19

  
LGA InterCert GmbH  
Tillystr. 2 · 90431 Nürnberg



# Certificate

Standard **ISO 14001:2015**

Certificate Registr. No. **01 104 1300698/01**

Certificate Holder:



**Habermaass GmbH**  
August-Grosch-Str. 28-38  
96476 Bad Rodach  
Germany

Scope:

Design, development, production, sale/mail-order business and assembly of toys, interior decoration concepts and furniture, crafting, teaching and learning material, play and work equipment for children and educational facilities

Proof has been furnished by means of an audit that the requirements of ISO 14001:2015 are met.

Validity:

The certificate is valid in conjunction with the main certificate from 2017-12-05 until 2020-12-04.

2018-01-25

A blue ink signature, likely of a representative from LGA InterCert, written over a horizontal line.

LGA InterCert GmbH  
Tillystr. 2 · 90431 Nuremberg

[www.lga-intercert.com](http://www.lga-intercert.com)



# CERTIFICATE OF COMPLIANCE



**Jonti-Craft®**

Jonti-Craft® Bookcases

285953-420

Certificate Number

04 Aug 2022 - 09 Jun 2025

Certificate Period

Certified

Status

UL 2818 - 2022 Gold Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Classroom furniture and furnishings are modeled to the classroom environment with a room volume of 231 m<sup>3</sup> and 0.82 air changes per hour (ACH) accommodating 27 students.

Product tested in accordance with UL 2821 test method to show compliance to emission limits on UL 2818. Section 7.1 and 7.2.



*UL investigated representative samples of the identified Product(s) to the identified Standard(s) or other requirements in accordance with the agreements and any applicable program service terms in place between UL and the Certificate Holder (collectively "Agreement"). The Certificate Holder is authorized to use the UL Mark for the identified Product(s) manufactured at the production site(s) covered by the UL Test Report, in accordance with the terms of the Agreement. This Certificate is valid for the identified dates unless there is non-compliance with the Agreement.*

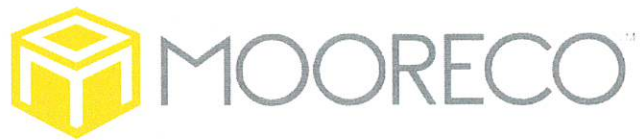
## GREENGUARD Gold Certification Criteria for Furniture and Mattresses

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC <sup>(A)</sup>	-	0.22	mg/m <sup>3</sup>
Formaldehyde	50-00-0	9 (7.3 ppb)	µg/m <sup>3</sup>
Total Aldehydes <sup>(B)</sup>	-	0.043	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m <sup>3</sup>
1-Methyl-2-pyrrolidinone <sup>(C)</sup>	872-50-4	160	µg/m <sup>3</sup>
Individual VOCs <sup>(D)</sup>	-	1/2 CREL or 1/100th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C6 – C16 range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GC/MS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Based on the CA Prop 65 Maximum Allowable Dose Level for inhalation of 3,200 µg/day and an inhalation rate of 20 m<sup>3</sup>/day.
- (D) Allowable levels for chemicals not listed are derived from the lower of 1/2 the California Office of Environmental Health Hazard Assessment (OEHA) Chronic Reference Exposure Level (CREL) as required per the CDPH/EHLB/Standard Method v1.2 and BIFMA level credit 7.6.2 and 1/100th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).







## **MooreCo Inc. Product Testing Declaration ANSI /BIFMA**

This document serves as a formal declaration from MooreCo Inc. regarding the products we offer. MooreCo Inc. conducts comprehensive testing, both in-house and through third-party entities, to ensure the highest standards of quality and compliance are met. All MooreCo products are rigorously tested in accordance with ANSI/BIFMA standards.

This declaration hereby certifies that, to the best of our knowledge, information, and belief, the materials and products manufactured and/or assembled by MooreCo Inc. conform to ANSI/BIFMA standards. This certification is based on detailed information provided by the suppliers of the raw materials or components utilized in our products, as well as the results from our thorough in-house testing procedures.



Tim Walker  
The Worden Company  
199 E 17th St  
49423 Holland  
Michigan  
United States

12/06/2023

Dear Tim Walker,

I am pleased to advise that as a result of our recent evaluation, Preferred by Nature OÜ has certified The Worden Company to Forest Stewardship Council (FSC) Chain of Custody certification standards.

The Worden Company has been issued an organisation specific **FSC Chain of Custody certificate registration code: NC-COC-070618**. Your certification is **valid from 12-06-2023 to 11-06-2028**, subject to your compliance with the FSC requirements and the obligations outlined in the certification agreement.

The Worden Company has been issued an organisation specific **FSC trademark license code: FSC-C182636**. Access to the FSC trademarks is granted online through the FSC Certificate Holder Portal/Label Generator (<https://trademarkportal.fsc.org>). Login and password are sent to your email address automatically via FSC Certificate Database when we register The Worden Company in the database. A Welcome Kit for FSC certificate holders is available online to provide information, guidelines, contacts, and more information about the FSC system (<http://welcome.fsc.org>).

As stipulated in the certification agreement, it is required that Preferred by Nature OÜ approves any proposed use of the FSC trademarks and FSC labels. It is also required that any proposed text relating to Preferred by Nature OÜ or FSC certification in your promotional materials is approved prior to use.

Congratulations on your commitment to sound forest stewardship.

Yours sincerely,

Gabriela Gutierrez  
Certificate Administrator



## **Statement of California Proposition 65 Certification**

STATE OF CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

Office of environmental health hazard assessment

Safe drinking water and toxic enforcement act of 1986

Chemicals known to the state to cause cancer or reproductive toxicity

All of the products manufactured by Whitney Brothers are part of an ongoing 3<sup>rd</sup> Party Laboratory Testing Program that tests for compliance to Cal Prop 65. Therefore, none of the products manufactured by Whitney Brothers are required to include a Cal Prop 65 warning label.

For more information about Cal Prop 65 please visit:

<https://oehha.ca.gov/proposition-65>

*Mark Pelkey*  
Cal Prop 65 Director



## Statement of CARB and TSCA Title VI Formaldehyde Compliance

On December 12, 2016, EPA published in the Federal Register a final rule to reduce exposure to formaldehyde emissions from certain wood products produced domestically or imported into the United States. EPA worked with the California Air Resources Board (CARB) to help ensure the final national rule is consistent with California's requirements for composite wood products. Beginning June 1, 2018 composite wood products that are sold, supplied, offered for sale, manufactured, or imported in the United States will need to be labeled as CARB ATCM Phase II or TSCA Title VI compliant. Beginning on March 22, 2019 composite wood products must be labeled as TSCA Title VI compliant.

All of the products manufactured by Whitney Brothers that contain Hardwood Plywood, Particle Board and or MDF are CARB ATCM Phase II or TSCA Title VI compliant.

For more information please visit:

<http://www.arb.ca.gov/toxics/compwood/compwood.htm>  
<https://www.epa.gov/formaldehyde/laws-and-regulations#TSCA>

*Mark Pelkey*  
Compliance Director























































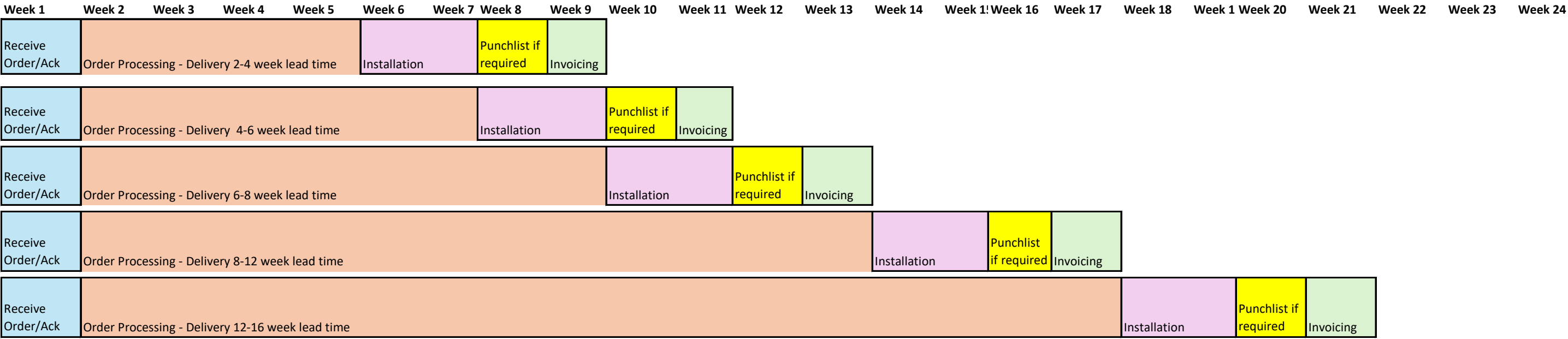




















# NICKERSON NY, LLC

Telephone: (631) 666-0200

## Customer Contact List

### OFFICERS

Name	Job Title	Ext. / Dir. #	Fax	E-Mail
Stephanie A. Keller	President / Chief Executive Officer	X 222	(631) 666-2667	<a href="mailto:skeller@nickersoncorp.com">skeller@nickersoncorp.com</a>
Bruce Paci	Vice President	X 230	(631) 666-2667	<a href="mailto:bpaci@nickersoncorp.com">bpaci@nickersoncorp.com</a>
Don Tigar	Vice President	(732) 264-0770 x318	(732) 264-3332	<a href="mailto:dtigar@nickersoncorp.com">dtigar@nickersoncorp.com</a>
Ike Steward	Vice President	(516) 729-0936	(631) 666-2667	<a href="mailto:isteward@nickersoncorp.com">isteward@nickersoncorp.com</a>
Dana Lundin	Vice President	X 225	(631) 666-2667	<a href="mailto:dlundin@nickersoncorp.com">dlundin@nickersoncorp.com</a>
Matthew Schwartz	Chief Financial Officer	X 241	(631) 666-2667	<a href="mailto:mschwartz@nickersoncorp.com">mschwartz@nickersoncorp.com</a>
Lou Veneziano	Shareholder	(631) 484-8820	(631) 666-2667	<a href="mailto:veneziano@nickersoncorp.com">veneziano@nickersoncorp.com</a>

### SALES

Name	Job Title / Territory	Ext. / Dir. #	Fax	E-Mail
Stephanie A. Keller	President / CEO / Special Projects	X 222	(631) 666-2667	<a href="mailto:skeller@nickersoncorp.com">skeller@nickersoncorp.com</a>
Robert D. Keller	Long Island	X 216	(631) 666-2667	<a href="mailto:rkeller@nickersoncorp.com">rkeller@nickersoncorp.com</a>
Don Tigar	Vice President / New Jersey <i>(Casework)</i>	(732) 264-0770 x318	(732) 264-3332	<a href="mailto:dtigar@nickersoncorp.com">dtigar@nickersoncorp.com</a>
Dana Lundin	Vice President / Long Island / NYC	X 225	(631) 666-2667	<a href="mailto:dlundin@nickersoncorp.com">dlundin@nickersoncorp.com</a>
Tommy Steward	Director of Major Projects & Service Divisions	(631) 834-1038	(631) 666-2667	<a href="mailto:tsteward@nickersoncorp.com">tsteward@nickersoncorp.com</a>
Corey Greenberg	Director of Business Development	(631) 358-6696	(631) 666-2667	<a href="mailto:cgreenberg@nickersoncorp.com">cgreenberg@nickersoncorp.com</a>
Nick Imbrosciano	New York City NY <i>(Built-Ins)</i>	(631) 495-9344	(631) 666-2667	<a href="mailto:nimbrosiano@nickersoncorp.com">nimbrosiano@nickersoncorp.com</a>
Jeannie Riorden	Central / Western NY <i>(Furniture)</i>	(585) 370-2945	(631) 666-2667	<a href="mailto:jriorden@nickersoncorp.com">jriorden@nickersoncorp.com</a>
Samantha Turner	Central / Western NY <i>(Furniture)</i>	(607) 766-5984	(631) 666-2667	<a href="mailto:sturner@nickersoncorp.com">sturner@nickersoncorp.com</a>
Joshua Prevost	Hudson Valley / Eastern NY <i>(Built-Ins)</i>	(518) 598-2573	(631) 666-2667	<a href="mailto:jprevost@nickersoncorp.com">jprevost@nickersoncorp.com</a>
Steven Ricci	Eastern New York <i>(Furniture)</i>	(518) 410-9136	(631) 666-2667	<a href="mailto:sricci@nickersoncorp.com">sricci@nickersoncorp.com</a>
Mike Cunningham	Southeastern New York / Queens	(631) 539-1341	(631) 666-2667	<a href="mailto:mcunningham@nickersoncorp.com">mcunningham@nickersoncorp.com</a>
Mike Amatulli	Long Island / NYC <i>(Furniture)</i>	X 233	(631) 666-2661	<a href="mailto:mamatulli@nickersoncorp.com">mamatulli@nickersoncorp.com</a>
Erika Flowers	Long Island / NYC <i>(Furniture)</i>	X 240	(631) 666-2661	<a href="mailto:eflowers@nickersoncorp.com">eflowers@nickersoncorp.com</a>
Fred Testa	Northern New Jersey <i>(Athletics)</i>	(732) 264-0770 x311	(732) 264-3332	<a href="mailto:ftesta@nickersoncorp.com">ftesta@nickersoncorp.com</a>
Ben Cherby	Southern New Jersey <i>(Athletics)</i>	(732) 264-0770 x314	(732) 264-3332	<a href="mailto:bcherby@nickersoncorp.com">bcherby@nickersoncorp.com</a>
Janice Aquilina <i>[NNJ]</i>	Northern New Jersey <i>(Furniture)</i>	(201) 388-1933	(732) 721-0115	<a href="mailto:jaquilina@nickersonnj.com">jaquilina@nickersonnj.com</a>
Sergio Puentes <i>[NNJ]</i>	Northern New Jersey <i>(Furniture)</i>	(551) 655-7713	(732) 721-0115	<a href="mailto:spuentes@nickersonnj.com">spuentes@nickersonnj.com</a>
Anne Mazer <i>[NNJ]</i>	Central New Jersey <i>(Furniture)</i>	(732) 241-7118	(732) 721-0115	<a href="mailto:amazzer@nickersonnj.com">amazzer@nickersonnj.com</a>
Jamie Steger	Sales Assistant <i>(Don Tigar)</i>	(732) 264-0770 x320	(732) 264-3332	<a href="mailto:jsteger@nickersoncorp.com">jsteger@nickersoncorp.com</a>

### WAREHOUSE / SERVICE / GRANDSTANDS / MAJOR PROJECTS

Ike Steward	Vice President	(516) 729-0936	(631) 666-2667	<a href="mailto:isteward@nickersoncorp.com">isteward@nickersoncorp.com</a>
Tommy Steward	Director of Major Projects & Service Divisions	X 259 (631) 834-1038	(631) 389-2630	<a href="mailto:tsteward@nickersoncorp.com">tsteward@nickersoncorp.com</a>
Daniel Santangelo	Field Service Technician	(631) 235-3349	(631) 389-2630	<a href="mailto:dsantangelo@nickersoncorp.com">dsantangelo@nickersoncorp.com</a>
Dave Arthurs	Project Coordinator	X 229	(631) 389-2630	<a href="mailto:darthurs@nickersoncorp.com">darthurs@nickersoncorp.com</a>
Beth Kurot	Project Coordinator <i>(NY/So. NJ)</i>	X 262	(631) 389-2630	<a href="mailto:bkurot@nickersoncorp.com">bkurot@nickersoncorp.com</a>
Nicole Aurora	Project Coordinator <i>(No. NJ)</i>	X 301	(631) 389-2630	<a href="mailto:naurora@nickersoncorp.com">naurora@nickersoncorp.com</a>
Mauricio Rodriguez	Warehouse Specialist	(631) 459-0195	(631) 389-2630	<a href="mailto:mrodriguez@nickersoncorp.com">mrodriguez@nickersoncorp.com</a>
Thomas Mullady	Warehouse Lead Person	(631) 356-4002	(631) 389-2630	<a href="mailto:tmullady@nickersoncorp.com">tmullady@nickersoncorp.com</a>
Justin Karppi	Service Specialist	(631) 459-0107	(631) 389-2630	<a href="mailto:jkarppi@nickersoncorp.com">jkarppi@nickersoncorp.com</a>
Kevin Archer	Warehouse Specialist	(631) 459-0195	(631) 389-2630	<a href="mailto:karcher@nickersoncorp.com">karcher@nickersoncorp.com</a>

### PROJECT MANAGEMENT

Paul Buckley	Project Manager <i>(Long Island / NYC)</i>	(631) 388-0542	(631) 666-2667	<a href="mailto:pbucklev@nickersoncorp.com">pbucklev@nickersoncorp.com</a>
Cliff Rudolph	Project Manager <i>(LI / NYC / Westchester)</i>	(631) 252-1270	(631) 666-2667	<a href="mailto:crudolph@nickersoncorp.com">crudolph@nickersoncorp.com</a>
Doug Gillies	Assistant Project Manager <i>(New York)</i>	(631) 449-3417	(631) 666-2667	<a href="mailto:dgillies@nickersoncorp.com">dgillies@nickersoncorp.com</a>
Gary Greger	Project Mgr. / Estimating <i>(Don Tigar)</i>	(732) 264-0770 x319	(732) 264-3332	<a href="mailto:ggreger@nickersoncorp.com">ggreger@nickersoncorp.com</a>
Matt Sefin	Project Manager	(732) 264-0770 x312	(732) 264-3332	<a href="mailto:msefin@nickersoncorp.com">msefin@nickersoncorp.com</a>
Marshall Johnson	Project Manager <i>(NJ Athletics)</i>	(732) 264-0770 x322	(732) 264-3332	<a href="mailto:mjohnson@nickersoncorp.com">mjohnson@nickersoncorp.com</a>
Mike Matthews	Project Manager <i>(NJ Casework)</i>	(732) 569-4550	(732) 264-3332	<a href="mailto:mmatthews@nickersoncorp.com">mmatthews@nickersoncorp.com</a>
Keith Miles	Field Operations	(732) 864-5730	(732) 264-3332	<a href="mailto:kmiles@nickersoncorp.com">kmiles@nickersoncorp.com</a>

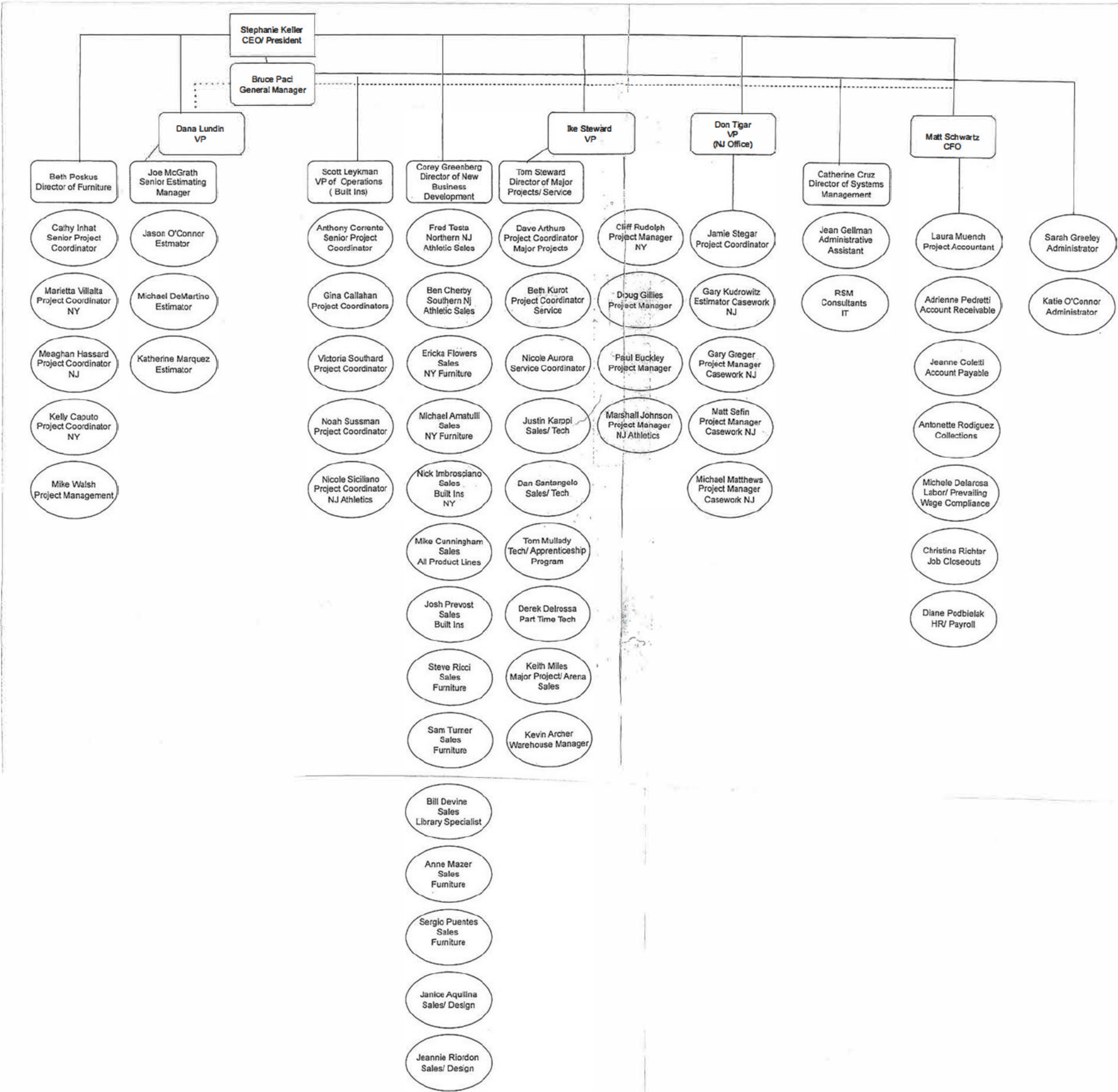


# NICKERSON NY, LLC

Telephone: (631) 666-0200

## Customer Contact List

Name	Job Title	Ext./Dir.#	Fax	E-Mail
<b>ACCOUNTING DEPARTMENT</b>				
Laura Muench	Staff Accountant	X 217	(631) 666-2667	<a href="mailto:lmuench@nickersoncorp.com">lmuench@nickersoncorp.com</a>
Diane Podbielak	Human Resources Coordinator	X 236	(631) 666-2667	<a href="mailto:dpodbielak@nickersoncorp.com">dpodbielak@nickersoncorp.com</a>
Jeanne Coletti	Accounts Payable Coordinator	X 214	(631) 666-2667	<a href="mailto:jcoletti@nickersoncorp.com">jcoletti@nickersoncorp.com</a>
Adrienne Pedretti	Billing Coordinator	X 213	(631) 666-2667	<a href="mailto:apedretti@nickersoncorp.com">apedretti@nickersoncorp.com</a>
Christina Richter	Close-Out Coordinator	X 252	(631) 666-2667	<a href="mailto:crichter@nickersoncorp.com">crichter@nickersoncorp.com</a>
Michelle Delarosa	Accounting Coordinator	X 258	(631) 666-2667	<a href="mailto:mdelarosa@nickersoncorp.com">mdelarosa@nickersoncorp.com</a>
Toni Rodriguez	Collection Coordinator	X 234	(631) 666-2667	<a href="mailto:arodriguez@nickersoncorp.com">arodriguez@nickersoncorp.com</a>
Catherine Cruz	Director of Business Systems	X 221	(631) 666-2667	<a href="mailto:ccruz@nickersoncorp.com">ccruz@nickersoncorp.com</a>
RSM	Systems Consultant	X 269	(631) 666-2667	<a href="mailto:misinfo@nickersoncorp.com">misinfo@nickersoncorp.com</a>
<b>ADMINISTRATIVE SERVICES</b>				
Sarah Greeley	Department Manager	X 218	(631) 666-2667	<a href="mailto:sgreeley@nickersoncorp.com">sgreeley@nickersoncorp.com</a>
Jean Gellman	Executive Assistant	X 248	(631) 666-2667	<a href="mailto:jgellman@nickersoncorp.com">jgellman@nickersoncorp.com</a>
Katie O'Connor	Administrative Assistant	X 257	(631) 666-2667	<a href="mailto:koconnor@nickersoncorp.com">koconnor@nickersoncorp.com</a>
<b>ESTIMATING</b>				
<b>Athletic Equipment / Auditoriums / Bleachers / Casework / Lockers</b>				
Joe McGrath	Senior Manager of Estimating Dept.	X 245	(631) 666-2667	<a href="mailto:jmcgrath@nickersoncorp.com">jmcgrath@nickersoncorp.com</a>
Mike DeMartino	Estimator	X 235	(631) 666-2667	<a href="mailto:demartino@nickersoncorp.com">demartino@nickersoncorp.com</a>
Jason O'Connor	Estimator	X 237	(631) 666-2667	<a href="mailto:joconnor@nickersoncorp.com">joconnor@nickersoncorp.com</a>
Katherine Marquez	Estimator	X 219	(631) 666-2667	<a href="mailto:kmarquez@nickersoncorp.com">kmarquez@nickersoncorp.com</a>
Gary Kudrowitz	Estimator <i>(NJ Office)</i>	(732) 264-0770 x325	(732) 264-3332	<a href="mailto:gakudrowitz@nickersoncorp.com">gakudrowitz@nickersoncorp.com</a>
<b>FURNITURE / Libraries</b>				
Beth Poskus	Director of Furniture	X 244	(631) 666-2661	<a href="mailto:bposkus@nickersoncorp.com">bposkus@nickersoncorp.com</a>
Mike Walsh	Project Manager / Special Projects	X 223	(631) 666-2661	<a href="mailto:mwalsh@nickersoncorp.com">mwalsh@nickersoncorp.com</a>
Marietta Villalta	Service Associate	X 260	(631) 666-2661	<a href="mailto:villalta@nickersoncorp.com">villalta@nickersoncorp.com</a>
Kelly Caputo	Account Coordinator	X 226	(631) 666-2661	<a href="mailto:kcaputo@nickersoncorp.com">kcaputo@nickersoncorp.com</a>
Cathy Ihnat	Estimator <i>(NNJ)</i>	(732) 721-0094 x2	(732) 721-0115	<a href="mailto:cihnat@nickersonnj.com">cihnat@nickersonnj.com</a>
Meaghan Hassard	Project Coordinator <i>(NNJ)</i>	X 254	(631) 666-2661	<a href="mailto:mhassard@nickersonnj.com">mhassard@nickersonnj.com</a>
<b>OPERATIONS</b>				
<b>Athletic Equipment / Auditoriums / Bleachers / Casework / Libraries / Lockers</b>				
Scott Leykamm	Vice President of Operations	X 246	(631) 666-2667	<a href="mailto:sleykamm@nickersoncorp.com">sleykamm@nickersoncorp.com</a>
Anthony Corrente	Senior Project Coordinator	X 232	(631) 666-2667	<a href="mailto:acorrente@nickersoncorp.com">acorrente@nickersoncorp.com</a>
Gina Callahan	Project Coordinator	X 255	(631) 666-2667	<a href="mailto:callahan@nickersoncorp.com">callahan@nickersoncorp.com</a>
Victoria Southard	Project Coordinator	X 211	(631) 666-2667	<a href="mailto:vsouthard@nickersoncorp.com">vsouthard@nickersoncorp.com</a>
Noah Sussman	Project Coordinator	X 238	(631) 666-2667	<a href="mailto:nsussman@nickersoncorp.com">nsussman@nickersoncorp.com</a>
Nicole Siciliano	Project Coordinator <i>(NJ Office)</i>	(732) 264-0770 x315	(732) 264-3332	<a href="mailto:nsiciliano@nickersoncorp.com">nsiciliano@nickersoncorp.com</a>
<b>LIBRARY INTERIORS</b>				
Bill Devine	Sales	(908) 295-4585		<a href="mailto:bdevine@nickersoncorp.com">bdevine@nickersoncorp.com</a>
Glen Goble	Project Manager	(908) 347-9442		<a href="mailto:ggoble@nickersoncorp.com">ggoble@nickersoncorp.com</a>
Doreen Hatter	Estimator	(973) 780-7922		<a href="mailto:dhatter@nickersoncorp.com">dhatter@nickersoncorp.com</a>



## Employee Information Report

### NICKERSON NY, LLC -

Current Active Employees

Experience and Qualifications -  
Section 3 Paragraph 1 Contact Info 3

Employee Name	Years of Service	Hire Date	Hire Date	
			Year	Current Year
AMATULLI, MICHAEL	9.00	05/02/2016	2016	2025
ARCHER, KEVIN	.00	02/17/2025	2025	2025
AQUILINA, JANICE H	15.00	06/14/2010	2010	2025
ARTHURS, DAVID A	15.00	05/01/2010	2010	2025
AURORA, NICOLE	1.00	04/29/2024	2024	2025
BUCKLEY, PAUL	10.00	03/16/2015	2015	2025
CALLAHAN, GINA	10.00	02/17/2015	2015	2025
CAPUTO, KELLY	1.00	04/01/2024	2024	2025
CHERBY, BEN	3.00	07/11/2022	2022	2025
COLETTI, JEANNE	29.00	01/29/1996	1996	2025
CORRENTE, ANTHONY	12.00	12/02/2013	2013	2025
CRUZ, CATHERINE	11.00	12/03/2014	2014	2025
CUNNINGHAM, MICHAEL	9.00	03/14/2016	2016	2025
DELAROSA, MICHELLE	21.00	08/02/2004	2004	2025
DEMARTINO, MICHAEL	18.00	11/12/2007	2007	2025
DEVINE, BILL	2.00	02/13/2023	2023	2025
FLOWERS, ERIKA	3.00	04/04/2022	2022	2025
GELLMAN, JEAN ANNE	9.00	05/16/2016	2016	2025
GILLIES, DOUG	4.00	08/02/2021	2021	2025
GOBLE, GLEN	2.00	04/17/2023	2023	2025
GREELEY, SARAH J	27.00	07/06/1998	1998	2025
GREENBERG, COREY	1.00	10/15/2024	2024	2025
GREGER, GARY W	22.00	12/29/2003	2003	2025
HATTER, DOREEN	2.00	06/12/2023	2023	2025
HASSARD, MEAGHAN	2.00	05/15/2023	2023	2025
IMBROSCIANO, NICHOLAS	10.00	09/28/2015	2015	2025
IHNAT, CATHERINE H	21.00	05/24/2004	2004	2025
JOHNSON, MARSHALL C	13.00	06/25/2012	2012	2025
KARPPI, JUSTIN	2.00	05/01/2023	2023	2025
KELLER, ROBERT	56.00	07/01/1969	1969	2025
KELLER, STEPHANIE	31.00	09/04/1994	1994	2025
KUDROWITZ, GARY	10.00	12/07/2015	2015	2025
KUROT, BETH	6.00	05/20/2019	2019	2025
LEYKAMM, SCOTT	1.00	02/20/2024	2024	2025
LUNDIN, DANA J	20.00	01/01/2005	2005	2025
MARQUEZ, KATHERINE	10.00	03/16/2015	2015	2025
MAZER, ANNE	10.00	05/04/2015	2015	2025
MCGRATH, JOSEPH R	21.00	08/10/2004	2004	2025
MILES, KEITH	10.00	06/01/2015	2015	2025
MATTHEWS, MIKE	2.00	04/03/2023	2023	2025
MUENCH, LAURA	2.00	05/01/2023	2023	2025
MULLADY, THOMAS	3.00	06/06/2022	2022	2025
O'CONNOR, JASON W	18.00	08/29/2007	2007	2025
O'CONNOR, KATIE	1.00	04/03/2024	2024	2025
PACI, BRUCE J	24.00	10/01/2001	2001	2025
PEDRETTI, ADRIENNE PATRICIA	13.00	11/05/2012	2012	2025
PODBIELAK, DIANE	5.00	05/18/2020	2020	2025
POSKUS, ELIZABETH	10.00	06/29/2015	2015	2025
PREVOST, JOSHUA R	15.00	10/04/2010	2010	2025

RICCI, STEVEN	10.00	05/11/2015	2015	2025
RICHTER, CHRISTINA	12.00	09/10/2013	2013	2025
RIORDEN, JEANNIE M	15.00	10/25/2010	2010	2025
RODRIGUEZ, ANTONETTE	1.00	12/03/2024	2024	2025
RUDOLPH, CLIFF	9.00	01/25/2016	2016	2025
PUENTES, SERGIO	2.00	04/03/2023	2023	2025
SANTANGELO, DANIEL	10.00	02/23/2015	2015	2025
SCHWARTZ, MATTHEW	2.00	11/06/2023	2023	2025
SEFIN, MATTHEW	3.00	05/02/2022	2022	2025
SICILIANO, NICOLE C	17.00	04/15/2008	2008	2025
SOUTHARD, VICTORIA	3.00	05/23/2022	2022	2025
STEGER, JAMIE L	22.00	06/23/2003	2003	2025
STEWART II, THOMAS ISAAC	15.00	05/01/2010	2010	2025
STEWART, THOMAS ISAAC	15.00	05/01/2010	2010	2025
SUSSMAN, NOAH	2.00	08/14/2023	2023	2025
TESTA, FREDERICK B	27.00	07/13/1998	1998	2025
TIGAR, DONALD L	22.00	05/27/2003	2003	2025
TURNER, SAMANTHA	2.00	06/01/2023	2023	2025
VILLALTA, MARIETTA	18.00	04/23/2007	2007	2025
WALSH, MICHAEL RICHARD	17.00	02/06/2008	2008	2025




# Proposal Form Checklist

## The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:

- ☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☒ **PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☒ **PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND FOREIGN ENTITIES CERTIFICATION**
- ☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- ☒ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☒ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☒ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- ☒ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☒ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☒ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☒ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☒ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☒ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☒ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

(The rest of this page is intentionally left blank)

*The following should replace Proposal Form 3 in its entirety.*

**PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications.

- (1) New York DOL Certificate of Contractor Registration
- (2) New York Certificate of Authority
- (3) New Jersey Business Registration
- (4) New Jersey Certificate of Authority
- (5) New Jersey Certificate of Employee Information
- (6) New Jersey Notice of Classification DPMC
- (7) New Jersey Total Amount of Uncompleted Contracts DPMC 701
- (8) New Jersey School Development Authority (SDA) Contractor Notice  
of Prequalification
- (9) New Jersey Public Works Certificate
- (10) ABC New Jersey Apprenticeship
- (11) Florida
- (12) Michigan
- (13) Missouri
- (14) Montana
- (15) New Mexico
- (16) Oregon
- (17) Pennsylvania
- (18) Tennessee
- (19) Virginia

**WE ARE YOUR DOL**



**Department  
of Labor**

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

## CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and  
Covered Private Construction Projects in the State of New York,  
Subject to the Prevailing Wage Requirements of  
NYS Labor Law Article 8

Nickerson NY, LLC

11 Moffitt Boulevard

Bay Shore, New York 11706

Phone Number: 6317924739

Registration Number: 24-635KU-CR

Date of Issue: 2024-12-03

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

A handwritten signature in black ink, appearing to read "Roberta Reardon".

Roberta Reardon  
Commissioner  
New York State Department of  
Labor





New York State Department of  
**Taxation and Finance**

Sales Tax Registration  
W A Harriman Campus  
Albany NY 12227

10051695898800-A T00



NICKERSON CORPORATION  
PO BOX 5751  
BAYSHORE NY 11706-0532

New York State Department of Taxation and Finance  
**Certificate of Authority**

Identification number

**06-0905538**

*(Use this number on all returns and correspondence)*



**VALIDATED**

**5/6/2010**

**Dept of Tax  
and Finance**

NICKERSON CORPORATION  
11 MOFFITT BLVD  
BAY SHORE NY 11706-7006

authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

**Nontransferable**

This certificate must be prominently displayed at your place of business.  
Fraudulent or other improper use of this certificate will cause it to be revoked.  
The certificate may not be photocopied or reproduced.

4050111080098

1DC3 - 1270635 P0000396-01

DTF-17-A-R (11/08)





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** NICKERSON NY, LLC

**Trade Name:**

**Address:** 11 MOFFITT PO BOX 5751  
BAY SHORE, NY 11706-0532

**Certificate Number:** 0097042

**Effective Date:** October 15, 1983

**Date of Issuance:** May 25, 2022

**For Office Use Only:**  
**20220525115249183**

DIVISION OF TAXATION  
SALES TAX COLLECTION SCHEDULE  
RATE 6.625% EFFECTIVE JANUARY 1, 2018

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
\$0.01 to \$0.07 ..	None	\$5.82 to \$5.96 ..	\$0.39
0.08 to 0.22	\$0.01	5.97 to 6.11 ..	.40
0.23 to 0.37 ..	.02	6.12 to 6.26 ..	.41
0.38 to 0.52 ..	.03	6.27 to 6.41 ..	.42
0.53 to 0.67 ..	.04	6.42 to 6.56 ..	.43
0.68 to 0.83 ..	.05	6.57 to 6.71 ..	.44
0.84 to 0.98 ..	.06	6.72 to 6.86 ..	.45
0.99 to 1.13 ..	.07	6.87 to 7.01 ..	.46
1.14 to 1.28 ..	.08	7.02 to 7.16 ..	.47
1.29 to 1.43 ..	.09	7.17 to 7.32 ..	.48
1.44 to 1.58 ..	.10	7.33 to 7.47 ..	.49
1.59 to 1.73 ..	.11	7.48 to 7.62 ..	.50
1.74 to 1.88 ..	.12	7.63 to 7.77 ..	.51
1.89 to 2.03 ..	.13	7.78 to 7.92 ..	.52
2.04 to 2.18 ..	.14	7.93 to 8.07 ..	.53
2.19 to 2.33 ..	.15	8.08 to 8.22 ..	.54
2.34 to 2.49 ..	.16	8.23 to 8.37 ..	.55
2.50 to 2.64 ..	.17	8.38 to 8.52 ..	.56
2.65 to 2.79 ..	.18	8.53 to 8.67 ..	.57
2.80 to 2.94 ..	.19	8.68 to 8.83 ..	.58
2.95 to 3.09 ..	.20	8.84 to 8.98 ..	.59
3.10 to 3.24 ..	.21	8.99 to 9.13 ..	.60
3.25 to 3.39 ..	.22	9.14 to 9.28 ..	.61
3.40 to 3.54 ..	.23	9.29 to 9.43 ..	.62
3.55 to 3.69 ..	.24	9.44 to 9.58 ..	.63
3.70 to 3.84 ..	.25	9.59 to 9.73 ..	.64
3.85 to 3.99 ..	.26	9.74 to 9.88 ..	.65
4.00 to 4.15 ..	.27	9.89 to 10.00 ..	.66
4.16 to 4.30 ..	.28	Over \$10 .....	.66*
4.31 to 4.45 ..	.29	Over \$20 .....	1.33*
4.46 to 4.60 ..	.30	Over \$30 .....	1.99*
4.61 to 4.75 ..	.31	Over \$40 .....	2.65*
4.76 to 4.90 ..	.32	Over \$50 .....	3.31*
4.91 to 5.05 ..	.33	Over \$60 .....	3.98*
5.06 to 5.20 ..	.34	Over \$70 .....	4.64*
5.21 to 5.35 ..	.35	Over \$80 .....	5.30*
5.36 to 5.50 ..	.36	Over \$90 .....	5.96*
5.51 to 5.66 ..	.37	Over \$100 .....	6.63*
5.67 to 5.81 ..	.38	Over \$200 .....	13.25*

\* On amounts above \$10.00, the tax shall be \$0.06625 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula.

ST-75 (1-18)

**NOTICE:** The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

The Resale and Exempt Use Certificates can be found at: <http://www.nj.gov/treasury/taxation/pmtsale.shtml>

You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.

If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis". To be placed on a "Non-reporting Basis" you must complete Form ST-6205.

This form can be obtained by downloading it at:

[http://www.nj.gov/treasury/taxation/pdf/other\\_forms/sales/c6205st.pdf](http://www.nj.gov/treasury/taxation/pdf/other_forms/sales/c6205st.pdf) or by calling (609) 292-9292.

This Certificate of Authority (CA-1) must be displayed at your place of business.

## STATE OF NEW JERSEY Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N J 08695

The person, partnership or corporation named below is hereby authorized to collect:

**NEW JERSEY SALES & USE TAX**

pursuant to: **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good ONLY for the named person at the location specified herein.

This authorization is null and void if any change of ownership or address is effected.

*[Signature]*  
Acting Director, Division of Taxation

**NICKERSON NY, LLC**

**11 MOFFITT**

**BAY SHORE NY 11706-0532**

Tax Registration No.: **xxx-xxx-538/000**

Tax Effective Date: **05-01-86**

Document Locator No.: **C0000704939**

Date Issued: **05-31-22**

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT** **RENEWAL**

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-MAR-2019** to **15-MAR-2026**

**NICKERSON NY LLC**  
**11 MOFFIT BLVD.**  
**BAY SHORE**

**NY 11706**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
State Treasurer



**From:** [CClass@treas.state.nj.us](mailto:CClass@treas.state.nj.us) <[CClass@treas.state.nj.us](mailto:CClass@treas.state.nj.us)>

**Sent:** Monday, September 16, 2024 8:38 AM

**To:** Matthew Schwartz <[MSchwartz@nickersoncorp.com](mailto:MSchwartz@nickersoncorp.com)>

**Subject:** Notice of Classification

You don't often get email from [cclass@treas.state.nj.us](mailto:cclass@treas.state.nj.us). [Learn why this is important](#)

NICKERSON NY, LLC  
11 MOFFITT BLVD  
BAY SHORE, NY 11706

*State of New Jersey*



**DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND  
CONSTRUCTION  
33 WEST STATE STREET - P.O. BOX 034  
TRENTON, NEW JERSEY 08625-0034**



**NOTICE OF CLASSIFICATION**

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C106 -LAB FURNITURE/EQUIPMENT C016 -MILLWORK C105 -SCHOOL FURNISHINGS C107 -SEATING - BLEACHERS C110 -SIGNAGE AND GRAPHICS C054 -SITE WORK	09/19/2024 09/19/2024 09/19/2024 09/19/2024 09/19/2024 09/19/2024	09/18/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).



*State of New Jersey*

DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 W. STATE STREET  
PO BOX 034  
TRENTON, NEW JERSEY 08625-0042

REPLY TO:  
TEL: (609) 943-3400  
FAX: (609) 984-8495

**TOTAL AMOUNT OF  
UNCOMPLETED CONTRACTS**

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I Certify that the amount of uncompleted work on contracts is \$ 5,000,000.00.

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Affix  
corporate  
seal  
here

Respectfully submitted,

By Nickerson NY, LLC  
Name of Firm

Bruce J. Paci  
Signature

Bruce J. Paci, Vice President  
Title

11 Moffitt Boulevard  
Business Address

Bay Shore, NY 11706

(631) 666-0200 ext. 230  
Phone

Sworn to and  
subscribed before me  
This 14th day of April  
20 25

Notary Public, State of New York

Sarah J. Greeley

Sarah J. Greeley  
Notary Public, State of New York  
Registration #01GR6037169  
Qualified in Suffolk County  
My Commission Expires Feb. 14, 20 26  
DPMC 701 (3/05)

**CONTRACTOR NOTICE OF PREQUALIFICATION**

for

Nickerson NY, LLC  
11 Moffitt Boulevard  
Ba Shore, NY 11706

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: September 16, 2024

Expiration Date: September 18, 2026

**Aggregate Limit: \$15 Million**

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input type="checkbox"/> Asbestos Removal/Treatment
<input type="checkbox"/> Doors & Hardware	<input type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input type="checkbox"/> Waste Removal Toxic/Hazardous
<input type="checkbox"/> Siding & Gutters	<input checked="" type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Sewage & Water Treatment Plants	<input type="checkbox"/> Lead Paint Abatement
<input type="checkbox"/> Flooring/Tile	<input type="checkbox"/> Sewer Piping & Storm Drains	<input type="checkbox"/> Detention Equipment Systems
<input checked="" type="checkbox"/> Millwork	<input type="checkbox"/> Landscape Construction	<input type="checkbox"/> Energy Management Systems
<input type="checkbox"/> Insulation	<input type="checkbox"/> Underground Water & Utilities	<input type="checkbox"/> Elevators
<input type="checkbox"/> Acoustical	<input type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input type="checkbox"/> Concrete/Foundation Footings/ Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input checked="" type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input checked="" type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input checked="" type="checkbox"/> Seating/Bleachers
<input type="checkbox"/> Curtain Walls	<input type="checkbox"/> Roofing-Urethane	<input type="checkbox"/> Swimming Pools
<input type="checkbox"/> Architectural Cast Iron	<input type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input checked="" type="checkbox"/> Signage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input type="checkbox"/> Roofing-Tile/Slate/Shingles	<input type="checkbox"/> Septic Systems
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Caulking & Waterproofing	<input type="checkbox"/> Stage Equipment
<input type="checkbox"/> Oil & Gas Burners	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Underground Storage Tanks/Closure & Installation
<input type="checkbox"/> HVACR	<input type="checkbox"/> Roofing-Historical Sites	<input type="checkbox"/> Underground Storage Tanks/Installation
<input type="checkbox"/> Boilers (New Repair)	<input type="checkbox"/> Roofing-TPO	<input type="checkbox"/> Underground Storage Tanks/Closure
<input type="checkbox"/> Service Station	<input type="checkbox"/> Painting-General	<input type="checkbox"/> UST/Tank Testing
<input type="checkbox"/> Solar Energy Systems	<input type="checkbox"/> Painting-Tanks/Steel Structures/ Elevated Structures	<input type="checkbox"/> Underground Storage Tanks/ Corrosion Protection Systems Analysis
<input type="checkbox"/> Energy Services (ESCO)	<input type="checkbox"/> Painting-Historical Sites	<input type="checkbox"/> Above Ground Storage Tanks
<input type="checkbox"/> Geothermal Loop Systems	<input type="checkbox"/> Sandblasting	<input type="checkbox"/> Site Remediation
<input type="checkbox"/> Fireproof Applications	<input type="checkbox"/> Divers	<input type="checkbox"/> Inside Plant Cable
<input type="checkbox"/> Insulation (Mechanical)	<input type="checkbox"/> Barges	<input type="checkbox"/> Outside Plant Cable
<input type="checkbox"/> Fire Suppression Systems	<input type="checkbox"/> Bulkhead & Docks	<input type="checkbox"/> Fiber Installation & Splicing
<input type="checkbox"/> Control Systems	<input type="checkbox"/> Jetty & Breakwater	
<input type="checkbox"/> Parking & Control Systems	<input type="checkbox"/> Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>



Certificate Number  
60620

Registration Date: 05/03/2024  
Expiration Date: 05/02/2026



**State of New Jersey**  
**Department of Labor and Workforce Development**  
**Division of Wage and Hour Compliance**

**Public Works Contractor Registration Act**

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2024**  
**Nickerson NY, LLC**

**Responsible Representative(s):**

Stephanie Keller, President  
Bruce Paci, Vice-President  
Dana Lundin, Vice-President  
Louis Veneziano, Secretary

**Responsible Representative(s):**

Michael Solot, President  
Donald Tigar, Vice-President  
Thomas Steward, Vice-President  
Leonard Gryn, Secretary

A handwritten signature in black ink, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

# CERTIFICATE OF PARTICIPATION

THE FOLLOWING COMPANY

Nickerson NY, LLC



PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11 -56.50 AND N.J.S.A. 34:11-56.52(6), ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY ACTIVELY PARTICIPATING IN THE ERISA TRUST.

ABC-NJ - ERISA TRUST PARTICIPATOR TRADE(S) COVERED BY PARTICIPATION:

<input type="checkbox"/> Boilermaker, Fitter	<input type="checkbox"/> Floor Cover Layer	<input type="checkbox"/> Plumber
<input type="checkbox"/> Boilerhouse Mechanic	<input type="checkbox"/> Glazier, Architectural	<input type="checkbox"/> Sheet Metal Worker
<input type="checkbox"/> Bricklayer/Mason	<input type="checkbox"/> HVAC/R Technician	<input type="checkbox"/> Sprinkler Fitter
<input checked="" type="checkbox"/> Carpenter	<input type="checkbox"/> Insulator, Thermal	<input type="checkbox"/> Structural Iron Worker
<input type="checkbox"/> Carpenter (Roofer Specialist)	<input type="checkbox"/> Operating Engineer (Heavy Equipment)	<input type="checkbox"/> Tile Finisher
<input type="checkbox"/> Construction Craft Laborer	<input type="checkbox"/> Millwright	<input type="checkbox"/> Tile Setter
<input type="checkbox"/> Dock and Wharf Builder	<input type="checkbox"/> Painter (Industrial Coating and Lining)	<input type="checkbox"/> Truck Crane Operator
<input type="checkbox"/> Electrician	<input type="checkbox"/> Painter (Commercial/Residential)	<input type="checkbox"/> Truck Driver, Heavy
<input type="checkbox"/> Elevator Constructor Mechanic	<input type="checkbox"/> Pipefitter	

NJ-DOL PROGRAM #: 2019-NJ-72802

CERT#: 13904993

Issue Date 1/15/2025

**ABC New Jersey**  
Associated Builders and Contractors  
**Apprenticeship Education  
& Training Fund**



*Samantha Dealmeida Roman*

SAMANTHA DEALMEIDA ROMAN  
ERISA EXECUTIVE MANAGER

EXPIRES 1/31/2026





## FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

August 2, 2005

NICKERSON CORPORATION  
11 MOFFITT BLVD.  
BAY SHORE, NY 11706

Qualification documents for NICKERSON CORPORATION were filed on August 1, 2005 and assigned document number F05000004438. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

This document was electronically received and filed under FAX audit number H05000183595.

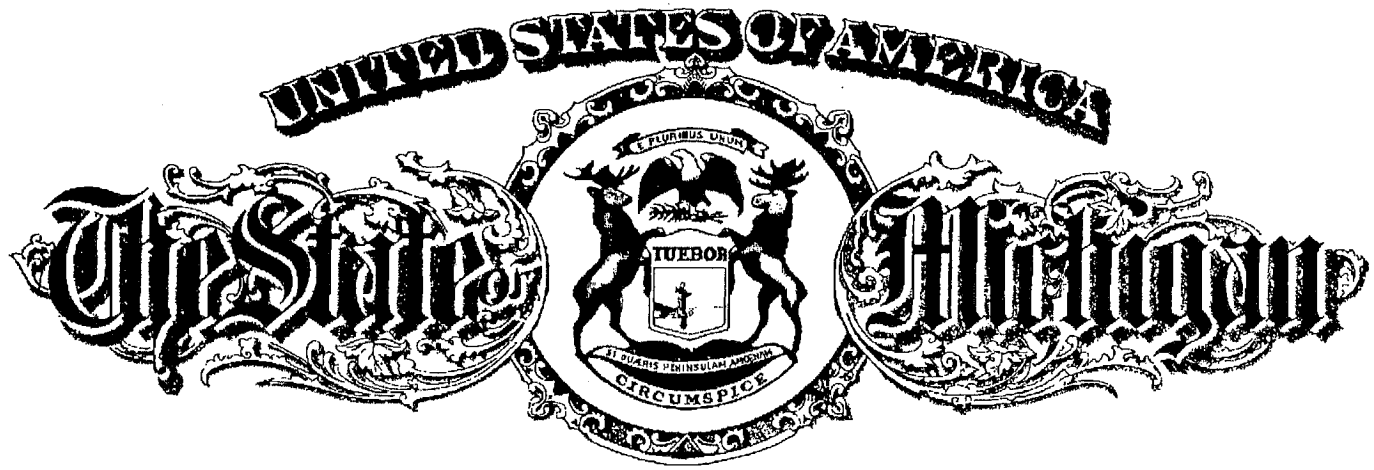
A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Lee Rivers  
Document Specialist  
Registration/Foreign Qualification  
Division of Corporations

Letter Number: 505A00049724



**Department of Licensing and Regulatory Affairs**

**Lansing, Michigan**

*This is to Certify That*

**NICKERSON CORPORATION**

*a corporation existing under the laws of the State of NEW YORK was validly authorized to transact business in Michigan on the 29th day of May, 2012, in conformity with 1972 PA 284, as amended.*

*Said corporation is authorized to transact in this state any business of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct. The authority shall continue as long as said corporation retains its authority to transact such business in the jurisdiction of its incorporation and its authority to transact business in this state has not been surrendered, suspended or revoked.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*

*In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 29th day of May, 2012.*

*Director*

*Bureau of Commercial Services*

# STATE OF MISSOURI



Jason Kander  
Secretary of State

## CERTIFICATE OF AUTHORITY

WHEREAS,

*NICKERSON CORPORATION*  
*F01352700*

using in Missouri the name

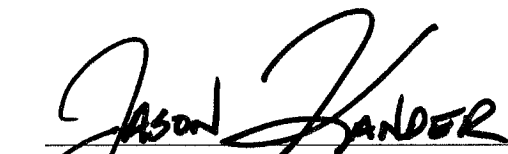
*NICKERSON CORPORATION*

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of New York.

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I hereunto  
set my hand and cause to be affixed the  
GREAT SEAL of the State of Missouri.

Done at the City of Jefferson, this  
29th day of October, 2013.

  
Secretary of State



besa1410622101073c700-a-f072188

# SECRETARY OF STATE

## STATE OF MONTANA

### CERTIFICATE OF AUTHORIZATION

I, Linda McCulloch, Secretary of State of the State of Montana, do hereby certify that on 16 April 2014, this office issued a Certificate of Authority to:

#### NICKERSON CORPORATION

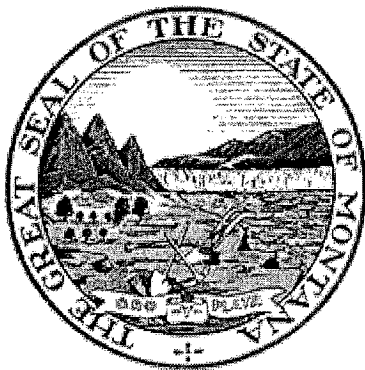
a foreign corporation organized under the laws of the State or the Province of New York, to transact business and conduct affairs in the State of Montana.

I further certify that all fees reflected in the records of the Secretary of State have been paid and that the most recent annual report has been filed with this office.

I further certify that the Certificate of Authority of said corporation has not been revoked and it has not been issued a certificate of withdrawal nor has it caused any notice of dissolution or withdrawal to be placed on record in this office.

I further certify that my records indicate the corporation is in good standing under the laws of the State of Montana and is authorized to conduct its business and affairs in this State.

The Secretary of State cannot certify that tax and penalties owed to this state on record with the Department of Revenue are current. Please contact the Department of Revenue at (406) 444-6900 to obtain information on tax status.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Montana, at Helena, the Capital, this 17 April 2014.

LINDA MCCULLOCH  
Secretary of State

Certified File Number: F072188



**Bill Richardson**  
Governor

STATE OF NEW MEXICO  
**Taxation and Revenue Department**  
Audit & Compliance Division  
Albuquerque District

**Jan Goodwin**  
Secretary

NICKERSON CORPORATION, INC.  
11 MOFFITT BLVD  
BAY SHORE NY 11706-7006

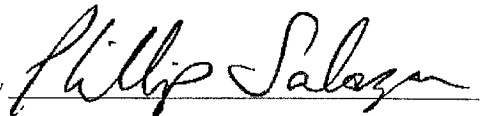
February 9, 2007  
CRS ID: 03-094778-00-2  
Letter ID: L1804434176

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>09-Feb-2007</b>	IDENTIFICATION NUMBER <b>03-094778-00-2</b>	Business Start Date <b>01-Mar-2007</b>
Business Location <b>11 MOFFITT BLVD</b>		Business End Date
City and State <b>BAYSHORE, NY</b>		Zip Code <b>11706-7006</b>
Taxpayer Name <b>NICKERSON CORPORATION, INC.</b>		Taxpayer Type <b>CORPORATION</b>
Firm Name <b>NICKERSON CORPORATION, INC.</b>		Filing Frequency <b>TEMPORARY</b>
Mailing Address <b>11 MOFFITT BLVD</b>		
City and State <b>BAY SHORE, NY</b>		Zip Code <b>11706-7006</b>

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Division Director

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>09-Feb-2007</b>	IDENTIFICATION NUMBER <b>03-094778-00-2</b>	Business Start Date <b>01-Mar-2007</b>
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City and State <b>BAYSHORE, NY</b>		Zip Code <b>11706-7006</b>
Taxpayer Name <b>NICKERSON CORPORATION, INC.</b>		Taxpayer Type <b>CORPORATION</b>
Firm Name <b>NICKERSON CORPORATION, INC.</b>		Filing Frequency <b>TEMPORARY</b>
Mailing Address <b>11 MOFFITT BLVD</b>		
City and State <b>BAY SHORE, NY</b>		Zip Code <b>11706-7006</b>

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Division Director

By 

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE



**REGISTRY NUMBER**

56930994

**REGISTRATION DATE**

01/05/2009

**BUSINESS NAME**

NICKERSON CORPORATION, A CORPORATION OF NEW YORK

**BUSINESS ACTIVITY**

ARENA CURTAIN SALES AND INSTALLATION

**MAILING ADDRESS**

11 MOFFITT BLVD  
BAY SHORE NY 11706 USA

**TYPE**

FOREIGN BUSINESS CORPORATION

**PRIMARY PLACE OF BUSINESS**

11 MOFFITT BLVD  
BAY SHORE NY 11706 USA

**JURISDICTION**

NEW YORK

**REGISTERED AGENT**

15872088 - CORPORATION SERVICE COMPANY

285 LIBERTY ST NE  
SALEM OR 97301 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

**PRESIDENT**

STEPHANIE KELLER

11 MOFFITT BLVD  
BAY SHORE NY 11706 USA

**SECRETARY**

LOUIS VENEZIANO

170 DUBOIS AVE  
SEA CLIFF NY 11579 USA

# Commonwealth of Pennsylvania

## Department of State



### CERTIFICATE OF AUTHORITY

To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Corporation Law, a Foreign Corporation is required to obtain a "Certificate of Authority" before it may do business in the Commonwealth and

Whereas,

THE DONALD L. NICKERSON CORPORATION

has presented to the Department of State an Application for the same, and in accordance with the requirements of the law, has designated as its registered office in this Commonwealth

1932 SOUTH FOURTH STREET SUITE M-50  
ALLENTOWN, PA 18103

Therefore, Know Ye, I Do By These Presents, issue unto such corporation, this Certificate of Authority to transact in the Commonwealth of Pennsylvania the business of

SELL FURNITURE & EQUIPMENT TO SCHOOLS

Given under my Hand and the Great Seal of the  
Commonwealth, at the City of Harrisburg,  
this 28th day  
of November in the year of  
our Lord one thousand nine hundred and eighty-six  
and of the Commonwealth the two hundred eleventh



*Robert C. Heaton*  
Secretary of the Commonwealth

0924828



# TENNESSEE DEPARTMENT OF REVENUE

## FRANCHISE AND EXCISE TAX CERTIFICATE OF REGISTRATION

NICKERSON CORPORATION, INC.  
11 MOFFITT BLVD

BAY SHORE

NY 11706-7006

January 15, 2014

Account No.: 319596159

This is your valid Franchise and Excise Tax certificate. The account number on this certificate is used by the department to identify your account and must be shown on all returns, request for extension of filing time, quarterly estimated tax payments, and correspondence.

Please provide the account number to your tax preparer. Account numbers are required on all tax filings.

### Reporting

Currently, all franchise and excise tax returns filed using commercial computer software packages approved by the Tennessee Department of Revenue must be filed and associated tax payments must be paid electronically. You are required to file your franchise and excise tax return not later than the fifteenth day of the fourth month following the end of your fiscal year or when you are required to file a federal tax return. You are required to file even if you've not had Tennessee business activity during the annual reporting period.

### Penalty & Interest

In order to avoid the penalty and interest, all returns must be filed and all associated tax payments must be made on or before the due date for the reporting period unless an extension filing time has been approved.

Richard H. Roberts  
Commissioner of Revenue



# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond,* June 3, 1993

*This is to certify that a certificate of authority to transact business in Virginia was this day issued and admitted to record in this office for*

THE DONALD L. NICKERSON CORPORATION

*a corporation organized under the laws of* NEW YORK  
*and that the said corporation is authorized to transact business in Virginia, subject to all Virginia laws applicable to the corporation and its business.*



*State Corporation Commission*

*Attest:*

*William J. Bridge*

*Clerk of the Commission*

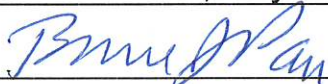
**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Nickerson NY, LLC

Title of Authorized Representative: Bruce J. Paci, Vice President

Mailing Address: 11 Moffitt Boulevard, Bay Shore, NY 11706

Signature: 

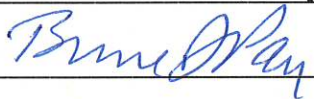
**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Nickerson NY, LLC

Title of Authorized Representative: Bruce J. Paci, Vice President

Mailing Address: 11 Moffitt Boulevard, Bay Shore, NY 11706

Signature: 

## PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

Bruce J. Paci, Vice President

April 7, 2025

Date

## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

---

### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

Bruce J. Paci, Vice President

April 7, 2025

Date



**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** Nickerson NY, LLC

**ADDRESS** 11 Moffitt Boulevard  
Bay Shore, NY 11706

**PHONE** (631) 666-0200 ext. 230

**FAX** (631) 666-2667

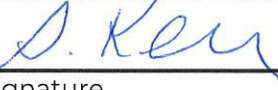
**RESPONDANT**

  
Signature

Bruce J. Paci  
Printed Name

Vice President  
Position with Company

**AUTHORIZING OFFICIAL**

  
Signature

Stephanie A. Keller  
Printed Name

President  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION**

**BOYCOTT CERTIFICATION**

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

Does vendor agree? BB 4/10/2015  
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? BB 4/10/2015  
(Initials of Authorized Representative)

**RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION**

In accordance with the Texas Government Code, §§2252.152–2252.154, a contractor must certify that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a foreign terrorist organization by the U.S. Secretary of State.

In accordance with the Texas Government Code, Chapter 2275, a governmental entity cannot enter into a contract or other agreement relating to critical infrastructure in Texas with a company that is owned or controlled by individuals, any company, or headquartered in China, Iran, North Korea, Russia, or a designated country, even if company is publicly traded. "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Does vendor agree? BB 4/10/2015  
(Initials of Authorized Representative)



## PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**"
- ☒ I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>Nickerson NY, LLC</u>	<u>11 Moffitt Boulevard</u>
Company Name	Address

<u>Bay Shore</u>	<u>New York</u>	<u>11706</u>
City	State	Zip

*The following should replace Proposal Form 12 in its entirety. Changes have been highlighted.*

## **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**

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

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### **1. Vendor Violation or Breach of Contract Terms:**

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

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

Does vendor agree? BA 4/10/2015

(Initials of Authorized Representative)

### **2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating

agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? BP 4/10/2015

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60 and to the extent allowed by Title VI of the Civil Rights Act of 1964 and applicable executive orders, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor 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 Vendor agrees that it shall comply with such provision.

Does vendor agree? BP 4/10/2015

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor 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](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? BP 4/10/2015

(Initials of Authorized Representative)



**5. Contract Work Hours and Safety Standards Act:**

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

Does vendor agree? BB 4/10/2025

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? BB 4/10/2025

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

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

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

Does vendor agree? BB 4/10/2025

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in

accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? BB 4/10/2015

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? BB 4/10/2015

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor 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.

Does vendor agree? BB 4/10/2015

(Initials of Authorized Representative)

**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, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

## 12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

## 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

## 14. General Compliance and Cooperation with Participating Agencies:

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

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

## 15. Applicability to Subcontractors

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

Does vendor agree? \_\_\_\_\_

(Initials of Authorized Representative)

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

Nickerson NY, LLC

Company Name



Signature of Authorized Company Official

Bruce J. Paci

Printed Name

Vice President

Title

April 7, 2025

Date

*The following should replace Proposal Form 13 in its entirety. Changes have been highlighted.*

### **PROPOSAL FORM 13: FEMA REQUIREMENTS**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.


#### **1. Access to Records**

##### **For All Procurements**

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree?   
(Initials of Authorized Representative)

##### **For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration**

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to



prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? BF  
(Initials of Authorized Representative)

## *2. Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? BF  
(Initials of Authorized Representative)

## *3. Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? BF  
(Initials of Authorized Representative)

## *4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? BF  
(Initials of Authorized Representative)

## *5. No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? BF  
(Initials of Authorized Representative)

## *6. Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? BP  
(Initials of Authorized Representative)

7. **Compliance with 2 CFR 200.321(b)(1)-(5)**

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) **to the extent required and/or allowed by Federal law.**

Does Respondent agree? BP  
(Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? BP  
(Initials of Authorized Representative)

## **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

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

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

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.



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

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

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



April 7, 2025

Signature of Respondent

Date

Bruce J. Paci, Vice President

**PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

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

Company Name: Nickerson NY, LLC

Street: 11 Moffitt Boulevard

City, State, Zip Code: Bay Shore, NY 11706

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

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

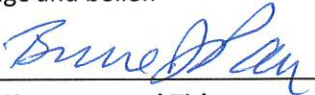
**OR:**

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

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

Name	Address	Interest
<u>New Nickerson Inc.</u>	<u>11 Moffitt Blvd., Bay Shore, NY 11706</u>	<u>33.33897%</u>
<u>CCP Nickerson Holdco, LLC</u>	<u>1770 First St., Ste. 200A, Highland Park, IL 60035</u>	<u>63.42859%</u>

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

  
\_\_\_\_\_  
**Authorized Signature and Title**  
Bruce J. Paci, Vice President

April 7, 2025  
**Date**

**PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT**

Company Name: Nickerson NY, LLC  
Street: 11 Moffitt Boulevard  
City, State, Zip Code: Bay Shore, NY 11706

State of New ~~Jersey~~ York

County of Suffolk

I, Bruce J. Paci of the city of Massapequa Park  
Name City

in the County of Nassau, State of New York of full  
age, being duly sworn according to law on my oath depose and say that:

I am the Vice President of the firm of Nickerson NY, LLC  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*


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

Nickerson NY, LLC  
Company Name

  
Authorized Signature & Title  
**Bruce J. Paci, Vice President**

Subscribed and sworn before me

this 7th day of April, 2025

  
Notary Public of New ~~Jersey~~ York

My commission expires Feb. 14, 2026

Sarah J. Greeley  
Notary Public, State of New York  
Registration #01GR6037169  
Qualified in Suffolk County  
My Commission Expires Feb. 14, 2026

SEAL

**PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

Company Name: Nickerson NY, LLC  
Street: 11 Moffitt Boulevard  
City, State, Zip Code: Bay Shore, NY 11706

**Bid Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
2. A photo copy of their Certificate of Employee Information Report X  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form X  
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

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



\_\_\_\_\_  
Authorized Signature and Title  
Bruce J. Paci, Vice President

April 7, 2025  
Date

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,



national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

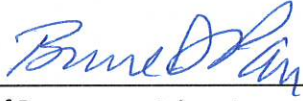
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status,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

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

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



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



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Signature of Procurement Agent

Bruce J. Paci, Vice President

## PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker





## PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

### Name of Business:

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

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

### Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☒ Limited Liability  
Corporation

☐ Subchapter S  
Corporation

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

### Stockholders:

Name: New Nickerson Inc.

Name: CCP Nickerson Holdco LLC

Home Address:

11 Moffitt Boulevard  
Bay Shore, NY 11706

Home Address:

1770 First Street, Suite 200A  
Highland Park, IL 60035

Name:

Name:

Home Address:

Home Address:

Name:

Name:

Home Address:

Home Address:

Subscribed and sworn before me this 7th day of  
April, 2025

Sarah J. Greeley  
(Notary Public)

My Commission expires: February 14, 2026

Bruce J. Paci  
(Affiant)

Bruce J. Paci, Vice President  
(Print name & title of affiant)

(Corporate Seal)

Sarah J. Greeley  
Notary Public, State of New York  
Registration #01GR6037169  
Qualified in Suffolk County  
My Commission Expires Feb. 14, 2026

## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☒ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.



**PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. (See the following page.)

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

April 7, 2025

Date



Authorized Signature & Title

Bruce J. Paci, Vice President



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FURNITURE, EQUIPMENT & DESIGN SERVICE

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

Performance Capability – Seventh Section – Financial condition of vendor – Pages 13 to 14

Performance Capability – Ninth Section – Other factors relevant to this section as submitted by the Respondent – Page 15

**NOTE – This information may not be re-transmitted or distributed to unauthorized personnel without prior permission and approval by the person stated on the cover page. All discussions and/or questions regarding this information must be discussed only with Matthew Schwartz, Chief Financial Officer of Nickerson NY LLC, as the information contained within this document is sensitive and not available to other Nickerson NY, LLC personnel.**

#### **PROPOSAL FORM 24: MANUFACTURER LETTER AFFIDAVIT**

*Respondents should indicate below whether they manufacture all the products offered in their proposal or if they operate as an authorized reseller, dealer, distributor, or manufacturer's representative for any products offered in their proposal.*

*Respondents submitting proposals as an authorized reseller, dealer, distributor, or manufacturer's representative shall indicate that they are able, upon request, to provide a letter from the manufacturer certifying that Respondent is an actual authorized reseller, dealer, distributor, or manufacturer's representative for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.*

*Manufacturer letters will be requested from vendors being considered for award before final recommendations are made to the board. Failure to provide manufacturer letters may result in a respondent being eliminated from consideration for award.*

**Check one of the following:**

- ☐ Our company manufactures all products offered in this response
- ☒ Our company operates as an authorized reseller, dealer, distributor, or manufacturer's representative and will provide the required letter from every manufacturer represented upon request from Region 10 ESC. I understand that failure to provide said letters may result in my response being rejected in part or in whole, and that misrepresentation of manufacturer consent may result in termination of any resulting contract for cause.