PH: 6/4/11

12R-101

CONTRACT DOCUMENTS
STARTRAN

CITY OF LINCOLN
NEBRASKA

ANNUAL SUPPLY
OF
BUS WASH DETERGENT - STARTRAN
QUOTE 3891

Tighton Tools and Fasteners
7820 L Street
Omaha, NE 68127
402.331.5550 x139

CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2012, by and between **Tighton Tools and Fasteners, 7820 L Street, Omaha, NE 68127**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Bus Wash Detergent - StarTran, Quote 3891** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal and Attachment A

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

   City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.

8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

   The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Response
   3. Addendum #1
   4. Federal Forms
   5. Specifications
   6. Attachment A
   7. Instructions to Bidders

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Mayor

Approved by Resolution No._____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Tighton Fastener & Supply Inc.
Name of Corporation

ATTEST:
Lisa N. Braddy (SEAL)
Secretary

3820 'L' Street
(Address)

GENERAL NOTARY-State of Nebraska
LISA N. BRADDY
My Comm. Exp. July 1, 2014

By: [signature] D
uly Authorized Official

PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Suzanne Siemer Asst. Purchasing Agent
Email	ssiemer@lincoln.ne.gov
Phone	(402) 441-7414
Fax	(402) 441-6513
Bid Number	3891 Addendum 1
Title	Annual Supply of Bus Wash Detergent - STARTRAN
Bid Type	Quote
Issue Date	03/26/2012
Close Date	4/4/2012 2:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68516
Contact	Suzanne Siemer Asst. Purchasing Agent
Department	Purchasing
Building	
	Suite 200
Floor/Room	
Telephone	(402) 441-7414
Fax	(402) 441-6513
Email	ssiemer@lincoln.ne.gov

Ship to Information

Address	StarTran 710 J St. Lincoln, NE 68508
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Tighton Tools and Fasteners
Address	7820 L Street Omaha, NE 68127
Contact	Matt Updike
Department	
Building	
Floor/Room	
Telephone	1 (402) 331-5550 139
Fax	1 (402) 614-0419
Email	mattu@tighton.com
Submitted	4/4/2012 11:53:35 AM CST
Total	$4,699.20

Signature _____

Supplier Notes

KARCHER KD-200 EXTRA STRENGTH VEHICLE CLEANER
55 GALLON DRUM

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Contact	Name of person submitting this bid:	RANDY DUNCAN
4	FTA Forms	I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Protest Procedures	I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the Ciy. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
7	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (2) two year term from the date of the executed contract with the option for (1) one additional (2) two year term. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a)YES, b)YES c) 12-31-2012
8	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	Small Business Participation	The City of Lincoln Transit Program(StarTran) wishes to foster small business participation in its bids for products and services purchased for StarTran. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.) 1) Are you a Small Business according to the NAICS size guidelines? YES or NO? If YES, what is the category you are listed under, the number of employees you have and the average annual receipts? 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO If YES, name the Sub-Contractors in the space provided. 3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO 	1)yes, 444130, 65, 2)NO

		If NO, why?	
10	Assignability Conditions	I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.	Yes
11	Description of Product	I have a attached a description of the product that is being offered.	Yes
12	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	7-10 after receipt of purchase order
13	References	I have attached three (3) references of sites where the product being bid has been provided.	Yes
14	DBE Informatin	The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal. Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO? If YES, name the state or entity. What is the age of your business? What are the annual gross receipts of your business - List One: $0 - $500,000.00 $500,000.00 - $1 Million $1 Million - $5 Million Over $5 Million	15 years, over $5 million
15	Page 2 - Attachments	Please note that there is a page 2 of Attachments that you must review as part of your bid.	Yes
16	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1,320	Gallon	Bus Wash Detergent *MUST BID PER GALLON (660 Gallons per Year)	$3.56

Manufacturer: CSI or equivalent Manufacturer #: F-JS-090 or equivalent

Item Notes: Please list the brand and product number of the detergent in the Supplier Notes for this Line Item if it does not match the exact product listed.

Ship To: StarTran, 710 J St., Lincoln, NE 68508

Bill To: StarTran, 710 J St., Lincoln, NE 68508

Supplier Notes: KARCHER KD-200 EXTRA STRENGTH VEHICLE CLEANER SOLD IN 55 GALLON DRUMS

Response Total: $4,699.20

ATTACHMENT A

TIGHTON
TOOLS AND FASTENERS

April 18, 2012

Attention: City Of Lincoln

Reference: StarTran

Tighton Tools & Fasteners will honor the pricing of $ 3.56 per gallon, for a period of two years as set forth in bid # 3891 for the annual supply of KD200 Karcher extra strength vehicle cleaner, after receipt of contract or purchase order from the City of Lincoln, Nebraska.

Thank you,

Randy Duncan
Tighton Tools & Fasteners
Regional Sales
Phone (402) 706-8766
randyd@tighton.com

SPECIFICATIONS
BUS WASH DETERGENT
STARTRAN

1. **SCOPE OF WORK**

1.1 The intent of this specification is to describe basic requirements for a concentrated water-soluble, all purpose industrial bus wash detergent for the City of Lincoln Transit Service (StarTran).

1.2 The following brand is an example, intended solely to indicate the size, type and class of the product desired.

1.2.1 Cornhusker State Industries (CSI) "F-JS-090"

1.2.2 An equivalent product will be acceptable provided it meets the salient characteristics described herein.

1.3 Vendor shall submit bid documents and all supporting material via e-bid.

1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.

1.4.1 These inquiries and/or responses shall be distributed to prospective vendors electronically as an addenda.

1.4.2 No direct contact is allowed between Vendor and other City staff besides Purchasing throughout the bid process.

1.4.2.1 Failure to comply with this directive may result in Vendor bid being rejected.

1.5 The transit program receives funding from the Federal Government for the operation of their program.

1.5.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.

1.5.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.

1.6 The transit program has the option to purchase additional products on this bid in an amount that does not exceed 10% of the original contract amount.

1.6.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.

1.6.2 In the event the City reduces the amount of service provided by StarTran, or other circumstances develop, StarTran may order in a quantity less than the amount listed in the Line Items without any penalty to the City.

1.7 Prices submitted must include delivery, FOB destination, to:

StarTran Garage
710 J Street
Lincoln, Ne 68508

1.8 Supply of bus wash detergent shall be delivered as-needed upon contract execution by both parties for a period of two (2) years with the option to renew for one (1) additional two (2) year period.

1.9 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**

1.10 The Vendor shall provide to the Purchasing Department and StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.

1.10.1 Such reports shall itemize the following information:

1.10.1.1 Product type and quantities purchased.

1.10.1.2 Total dollar amount of purchases.

2. PRODUCT INFORMATION AND DELIVERY

2.1 If product being bid is not the exact item specified, vendor must include a description of the product that will be offered during the term of a contract.

2.1.1 This information shall be attached to the Response Attachment section of the e-bid response.

2.2 Proof of delivery shall require a signature by an employee from the StarTran shop.

2.2.1 Failure to receive a signature from StarTran will result in loss of payment to Vendor.

2.3 Vendor to indicate the number of days for product to arrive at the destination after receipt of an order.

2.4 StarTran currently orders approximately four 55 gallon drums quarterly for an overall estimated annual usage of 660 gallons.

3. PRODUCT REQUIREMENTS

3.1 Vendor shall supply a liquid Bus Wash Detergent that will go into and operate in a StarTran's Ross and White bus wash system.

3.1.1 Product shall remove dirt, road grime and road salt from the fleet of buses and handi-vans and have properties that prevents premature corrosion and paint fading.

3.1.2 Product shall be a water soluble, all purpose, industrial detergent which is safe for use on all surfaces (including polished aluminum rims).

3.1.3 Product shall be 100% biodegradable and not solvent based.

3.1.4 Product shall be Ph neutral, yet concentrated enough to remove tough soils such as, but not limited to, carbon, creosotes, grease, oil and insects.

3.2 Prefer an Environmentally friendly detergent.

4. SAMPLES

4.1 Prior to award of a contract, the selected vendor may be required to furnish a sample of each item proposed, at no charge to the City/StarTran.

4.1.1 Such sample will be retained by the using department for comparison with items delivered under the resulting contract.

4.1.2 Samples must be of acceptable quality in order for the selected proposer to receive the contract award.

5. AWARD OF BID

5.1 Bid will be awarded based on:

5.1.1 The prices indicated in the Line Item.

5.1.2 Unless you are bidding the exact item specified, please provide references from at least three (3) sites where you are currently providing the same product being bid.

5.1.2.2 Include Company Name, Address, Contact Name, Contact Phone Number and size/scope of contract on company letterhead and include it in the Response Attachment section of your e-bid response.

5.1.3 Compliance with requirements as outlined in these specifications.

5.1.4 Vendor's compliance with providing any requested samples of the proposed item.

ADDENDUM #1
Issue Date:04/02/12

SPECIFICATION NO.3891
FOR
Annual Supply of Bus Wash Detergent - STARTRAN

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. Can you let me know if you will be purchasing this in 55 gallon drums even though the pricing is in gallons ?
   A1. Please refer to section 2.4 of the specifications for information on how StarTran has been ordering this product. If a vendor does not have 55 gallon drums, please indicate the container size for the item being bid in the Response Attachment section of the e-bid. The line item pricing must be submitted as a price "per gallon".

2. The Material Safety Data Sheet is added to the attachment section of the bid.

All other terms and conditions shall remain unchanged.

Dated this 2nd Day of April, 2012.

Suzanne Siemer
Assistant Purchasing Agent.

PRODUCT NAME: LIQUID AUTO WASH
PRODUCT NUMBER: F-JS-090,091,092

MATERIAL SAFETY DATA SHEET

Per 29 CFR 1910.1200

DATE PREPARED: 11/09/10

SECTION I.

CORNHUSKER STATE INDUSTRIES
800 PIONEERS BLVD
LINCOLN, NEBRASKA 68502
PHONE: 800-348-7537 or 402-471-4597

IDENTITY (As listed on label):
LIQUID AUTO WASH

HMIS HAZARD RATINGS: Health: 2
Flammability: 0
Reactivity: 0

SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

Hazardous Components: Specific Chemical Identity Common Name(s)	CAS #:	ACGIH OSHA PEL	OTHER LIMITS TLV-TWA	RECOMMENDED	%
Bis(Hydroxyethyl)	68155-07-7				>1.0
Isopropyl Alcohol	67-63-0				>1.0
Benzenesulfonic Acid	27323-41-7				>1.0
Trisodium Phosphate	7601-54-9				>1.0
Diethanolamine	111-42-2				>1.0

SECTION 313 SUPPLIER NOTIFICATIONS
The toxic chemicals listed above which are marked with a (*) are subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 and 40 CFR 372.

SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS

Boiling Point:	< water	Specific Gravity < 1	
Vapor Pressure (mm Hg):	< 1	Melting Point:	Not Applicable
Vapor Density (Air=1):	< 1	Evaporation Rate (water=1):	< 1
Solubility in Water:	Complete		
Appearance and Odor:	amber color, mild chemical odor		

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

Flash Point (Method Used):	Not Applicable
Flammable Limits:	LEL N/A UEL N/A
Extinguishing Media:	This material will not support combustion
Special Fire Fighting Procedures:	Use NIOSH approved equipment including a positive pressure self-contained breathing apparatus.
Unusual Fire and Explosion Hazards:	May release sulfur dioxide, hydrogen sulfide nitrous oxide and ammonia vapors under decomposition conditions.

PRODUCT NAME: LIQUID AUTO WASH
PRODUCT NUMBER: F-JS-090,091,092

MATERIAL SAFETY DATA SHEET

Per 29 CFR 1910.1200 **DATE PREPARED:** 11/09/10

SECTION V - REACTIVITY DATA

Stability:	Stable
Conditions to Avoid:	Not Available
Incompatibility (Materials to Avoid):	This formulation may react violently with strong acids and oxidizing agents. Flamable hydrogen gas evolution may occur from reaction with materials.
Hazardous Decomposition or Byproducts:	May release sulfur dioxide, hydrogen sulfide nitrous oxide and ammonia vapors under decomposition conditions
Hazardous Polymerization:	None Known
Conditions to Avoid:	None

SECTION VI - HEALTH HAZARD DATA

Route(s)of Entry: Ingestion? Yes Skin? No Inhalation? Yes Eyes? Yes

Health Hazards (Acute and Chronic): Direct eye contact may cause severe irritation and burns to the eye. Skin contact may cause severe irritation and burns. Inhalation can cause severe irritation to the respiratory tract.

Carcinogenicity: NTP? No IARC Monographs? No OSHA Regulated? No
Signs and Symptoms of Exposure: Eyes - redness and swelling, Skin - redness, rash. Inhalation - burning in nose, throat and lung irritation. Gastrointestinal tract-pain burning cramps, nausea, vomiting, diarrhea, bleeding and/or tissue ulceration.
Medical Conditions Generally Aggravated by Exposure: Pre-existing skin allergies

Emergency & First Aid Procedures:

- Eye Contact: Flush with large amounts of water for 15 minutes lifting upper & lower lids occasionally. Seek immediate medical attention.
- Inhalation: If affected, remove to fresh air, administer oxygen or CPR as needed and seek immediate medical attention.
- Skin Contact: Wash with mild soap and water. Remove and launder contaminated clothing before reuse and seek medical attention.
- Ingestion: DO NOT INDUCE VOMITING. Treat symptomatically/supportively and seek medical attention.

SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

- Steps to be taken in case material is Released or Spilled: Keep the spill dry and out of sewers, storm drains, surface water and soil. Shovel into containers for disposal.
- Waste Disposal Method: Dispose according to Federal, State and Local Laws and 40 CFR.
- Precautions to be taken in Handling and Storing: Store between 40° and 100° F.

PRODUCT NAME: LIQUID AUTO WASH
PRODUCT NUMBER: F-JS-090,091,092

MATERIAL SAFETY DATA SHEET

Per 29 CFR 1910.1200

DATE PREPARED: 11/09/10

SECTION VIII - CONTROL MEASURES

Respiratory Protection (Specify Type):	Use NICSH/MSHA approved air purifier or air supplied respirator for organic vapors if ventilation is insufficient to prevent overexposure.
Ventilation: Mechanical (General):	Sufficient
Protective Gloves:	Rubber
Eye Protection:	Goggles or full face shield
Other Protective Clothing or Equipment:	As necessary to prevent skin contact
Work/Hygienic Practices:	Wash hands after handling

CITY OF LINCOLN/STARTRAN
RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CITY OF LINCOLN/STARTRAN
ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA 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. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees							
a. Contracts below SAT ($100,000)		None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above $100,000/Capita 1 Projects		None unless[1] non-competitive award		Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
I Non State Grantees							
a. Contracts below SAT ($100,000)		Yes[3]	Those imposed on state pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above $100,000/Capita 1 Projects		Yes[3]		Yes	Yes	Yes	Yes

Sources of Authority:
1 49 USC 5325 (a)
2 49 CFR 633.17
3 18 CFR 18.36 (i)

CITY OF LINCOLN/STAR TRAN
CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CITY OF LINCOLN/STAR TRAN
ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CITY OF LINCOLN/STAR TRAN
FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CITY OF LINCOLN/STARTRAN
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

CITY OF LINCOLN/ STARTRAN
NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CITY OF LINCOLN/STARTRAN
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CITY OF LINCOLN/STARTRAN
Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (***write in the name of the grantee***) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(5) To those bidders who maintain a bona fide business office in the City of Lincoln, whose products may be made outside the confines of the County of Lancaster;

(6) To those bidders who maintain a bona fide business office in the County of Lancaster, whose products may be made outside the confines of the County of Lancaster;

(7) To those bidders whose commodities are manufactured, mined, produced or grown within the State of Nebraska and to all firms, corporations, or individuals doing business as Nebraska firms, corporations, or individuals when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(8) To those bidders whose commodities are manufactured, mined, produced or grown within the United States of America and to all firms, corporations, or individuals doing business as firms registered in states other than Nebraska, when quality is equal or better and delivered price is the same or less than the other bids received; provided, however, the above preferences shall not be given where the purchase is made in whole or in part with federal funds and the applicable federal procurement regulations prohibit the giving of any local preference, in which case, in the event of more than one low tie bid, the tie shall be broken by the drawing of lots.

(l) In case of actual emergency, and with the consent of the Purchasing Agent, the head of any using agency may purchase directly any supplies whose immediate procurement is essential to prevent delays in the work of the using agency. The head of such using agency shall send to the Purchasing Agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency.

(m) The Purchasing Agent shall prescribe by rules and regulations the procedure under which emergency purchases by heads of using agencies may be made.

(n) The Purchasing Agent shall have the authority with approval of the Mayor to declare vendors who default on their bids and contracts irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.

(o) The Purchasing Agent shall have the authority to join with other units of government in cooperative purchasing when the best interests of the city would be served thereby; provided, however, such purchases shall be made to the extent possible by giving notice and preference to qualified local bidders in accordance with the rules and regulations established in this chapter and the policies of the Purchasing Division.

(p) The Purchasing Agent shall keep a commodity record showing commodities purchased, from whom purchased, and the price paid. (Ord. 17697 §2; July 17, 2000: prior Ord. 17044 §1; August 19, 1996: Ord. 15980 §2; September 30, 1991: Ord. 15384 §3; January 8, 1990: P.C. §2.44.030: Ord. 13561 §1; March 21, 1983: Ord. 12934 §1; June 9, 1980: Ord. 12472 §1; January 8, 1979: Ord. 12327 §1; June 19, 1978: Ord. 9036 §3; June 13, 1966).

2.18.035 Bid Protests; Definitions; Appeals Board; Fees.

(a) Definitions.

(1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.

(2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.

(3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).

(4) Procurement Appeals Board shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.

(b) Right to Protest. An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the

bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include as a minimum the following:

(1) The name and address of the interested party;

(2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;

(3) A statement of reasons for the protest;

(4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

(d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of $500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

(e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005: prior Ord. 16442 §1; August 9, 1993).

2.18.040 Surplus or Obsolete Stock.

All using divisions shall submit to the Purchasing Agent reports showing stocks of supplies or equipment which are no longer used or which have become obsolete, worn out, or scrapped.

The Purchasing Agent shall have authority to sell all supplies or equipment which have become unsuitable for public use, or to exchange the same for, or trade in the same on new supplies or equipment. Sales under this section shall be made to the highest responsible bidder.

The Purchasing Agent shall have authority to transfer the declared surplus stock of one using division to another using division which may have need for its use. (Ord. 15384 §4; January 8, 1990: P.C. §2.44.040: Ord. 9036 §4; June 13, 1966).

CITY OF LINCOLN/STAR TRAN
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
WITHOUT CONTRACT GOAL
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **9.3 %.** A separate contract goal **has not** been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **City of Lincoln/StarTran** deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph *(see* 49 CFR 26.13(b)).

The successful Bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Lincoln/StarTran.** In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Lincoln/StarTran and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify **City of Lincoln/StarTran**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Lincoln/StarTran**.

TERMINATION
49 U.S.C.Part 18
FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if –

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

U. S. Small Business Administration

Table of Small Business Size Standards

Matched to

North American Industry Classification System Codes

This table lists small business size standards matched to industries described in the North American Industry Classification System (NAICS), as modified by the Office of Management and Budget in 2007. The latest NAICS codes are referred to as NAICS 2007.

The size standards are for the most part expressed in either millions of dollars (those preceded by "$") or number of employees (those without the "$"). A size standard is the largest that a concern can be and still qualify as a small business for Federal Government programs. For the most part, size standards are the average annual receipts or the average employment of a firm. How to calculate average annual receipts and average employment of a firm can be found in 13 CFR § 121.104 and 13 CFR § 121.106, respectively.

SBA also includes the table of size standards in the Small Business Size Regulations, 13 CFR 121.201. This table includes size standards that have changed since the last publication of 13 CFR 121.

For more information on these size standards, please visit *http://www.sba.gov/size.*

If you have any other questions concerning size standards, contact a Size Specialist at your nearest SBA Government Contracting Area Office (list at the end of the table), or contact the Office of Size Standards by email at *sizestandards@sba.gov* or by phone at (202) 205-6618.

Effective November 5, 2010

NAICS Codes	NAICS U.S. industry title	Size standards in millions of dollars	Size standards in number of employees
Sector 11 – Agriculture, Forestry, Fishing and Hunting			
Subsector 111 – Crop Production			
111110	Soybean Farming	$0.75	
111120	Oilseed (except Soybean) Farming	$0.75	
111130	Dry Pea and Bean Farming	$0.75	
111140	Wheat Farming	$0.75	
111150	Corn Farming	$0.75	
111160	Rice Farming	$0.75	
111191	Oilseed and Grain Combination Farming	$0.75	
111199	All Other Grain Farming	$0.75	
111211	Potato Farming	$0.75	
111219	Other Vegetable (except Potato) and Melon Farming	$0.75	
111310	Orange Groves	$0.75	
111320	Citrus (except Orange) Groves	$0.75	
111331	Apple Orchards	$0.75	
111332	Grape Vineyards	$0.75	
111333	Strawberry Farming	$0.75	
111334	Berry (except Strawberry) Farming	$0.75	
111335	Tree Nut Farming	$0.75	
111336	Fruit and Tree Nut Combination Farming	$0.75	
111339	Other Noncitrus Fruit Farming	$0.75	
111411	Mushroom Production	$0.75	
111419	Other Food Crops Grown Under Cover	$0.75	
111421	Nursery and Tree Production	$0.75	
111422	Floriculture Production	$0.75	
111910	Tobacco Farming	$0.75	
111920	Cotton Farming	$0.75	
111930	Sugarcane Farming	$0.75	
111940	Hay Farming	$0.75	
111991	Sugar Beet Farming	$0.75	
111992	Peanut Farming	$0.75	
111998	All Other Miscellaneous Crop Farming	$0.75	
Subsector 112 – Animal Production			
112111	Beef Cattle Ranching and Farming	$0.75	

112112	Cattle Feedlots	$2.50	
112120	Dairy Cattle and Milk Production	$0.75	
112210	Hog and Pig Farming	$0.75	
112310	Chicken Egg Production	$12.5	
112320	Broilers and Other Meat Type Chicken Production	$0.75	
112330	Turkey Production	$0.75	
112340	Poultry Hatcheries	$0.75	
112390	Other Poultry Production	$0.75	
112410	Sheep Farming	$0.75	
112420	Goat Farming	$0.75	
112511	Finfish Farming and Fish Hatcheries	$0.75	
112512	Shellfish Farming	$0.75	
112519	Other Aquaculture	$0.75	
112910	Apiculture	$0.75	
112920	Horses and Other Equine Production	$0.75	
112930	Fur-Bearing Animal and Rabbit Production	$0.75	
112990	All Other Animal Production	$0.75	
Subsector 113 – Forestry and Logging			
113110	Timber Tract Operations	$7.0	
113210	Forest Nurseries and Gathering of Forest Products	$7.0	
113310	Logging		500
Subsector 114 – Fishing, Hunting and Trapping			
114111	Finfish Fishing	$4.0	
114112	Shellfish Fishing	$4.0	
114119	Other Marine Fishing	$4.0	
114210	Hunting and Trapping	$4.0	
Subsector 115 – Support Activities for Agriculture and Forestry			
115111	Cotton Ginning	$7.0	
115112	Soil Preparation, Planting, and Cultivating	$7.0	
115113	Crop Harvesting, Primarily by Machine	$7.0	
115114	Postharvest Crop Activities (except Cotton Ginning)	$7.0	
115115	Farm Labor Contractors and Crew Leaders	$7.0	
115116	Farm Management Services	$7.0	
115210	Support Activities for Animal Production	$7.0	
115310	Support Activities for Forestry	$7.0	
Except,	Forest Fire Suppression[17]	[17]$17.5	
Except,	Fuels Management Services[17]	[17]$17.5	

Sector 21 – Mining, Quarrying, and Oil and Gas Extraction			
Subsector 211 – Oil and Gas Extraction			
211111	Crude Petroleum and Natural Gas Extraction		500
211112	Natural Gas Liquid Extraction		500
Subsector 212 – Mining (except Oil and Gas)			
212111	Bituminous Coal and Lignite Surface Mining		500
212112	Bituminous Coal Underground Mining		500
212113	Anthracite Mining		500
212210	Iron Ore Mining		500
212221	Gold Ore Mining		500
212222	Silver Ore Mining		500
212231	Lead Ore and Zinc Ore Mining		500
212234	Copper Ore and Nickel Ore Mining		500
212291	Uranium-Radium-Vanadium Ore Mining		500
212299	All Other Metal Ore Mining		500
212311	Dimension Stone Mining and Quarrying		500
212312	Crushed and Broken Limestone Mining and Quarrying		500
212313	Crushed and Broken Granite Mining and Quarrying		500
212319	Other Crushed and Broken Stone Mining and Quarrying		500
212321	Construction Sand and Gravel Mining		500
212322	Industrial Sand Mining		500
212324	Kaolin and Ball Clay Mining		500
212325	Clay and Ceramic and Refractory Minerals Mining		500
212391	Potash, Soda, and Borate Mineral Mining		500
212392	Phosphate Rock Mining		500
212393	Other Chemical and Fertilizer Mineral Mining		500
212399	All Other Nonmetallic Mineral Mining		500
Subsector 213 – Support Activities for Mining			
213111	Drilling Oil and Gas Wells		500
213112	Support Activities for Oil and Gas Operations	$7.0	
213113	Support Activities for Coal Mining	$7.0	
213114	Support Activities for Metal Mining	$7.0	
213115	Support Activities for Nonmetallic Minerals (except Fuels)	$7.0	
Sector 22 – Utilities			
Subsector 221 – Utilities			
221111	Hydroelectric Power Generation	See Footnote 1	

221112	Fossil Fuel Electric Power Generation	See Footnote 1	
221113	Nuclear Electric Power Generation	See Footnote 1	
221119	Other Electric Power Generation	See Footnote 1	
221121	Electric Bulk Power Transmission and Control	See Footnote 1	
221122	Electric Power Distribution	See Footnote 1	
221210	Natural Gas Distribution		500
221310	Water Supply and Irrigation Systems	$7.0	
221320	Sewage Treatment Facilities	$7.0	
221330	Steam and Air-Conditioning Supply	$12.5	
Sector 23 – Construction			
Subsector 236 – Construction of Buildings			
236115	New Single-Family Housing Construction (except Operative Builders)	$33.5	
236116	New Multifamily Housing Construction (except Operative Builders)	$33.5	
236117	New Housing Operative Builders	$33.5	
236118	Residential Remodelers	$33.5	
236210	Industrial Building Construction	$33.5	
236220	Commercial and Institutional Building Construction	$33.5	
Subsector 237 – Heavy and Civil Engineering Construction			
237110	Water and Sewer Line and Related Structures Construction	$33.5	
237120	Oil and Gas Pipeline and Related Structures Construction	$33.5	
237130	Power and Communication Line and Related Structures Construction	$33.5	
237210	Land Subdivision	$7.0	
237310	Highway, Street, and Bridge Construction	$33.5	
237990	Other Heavy and Civil Engineering Construction	$33.5	
Except,	Dredging and Surface Cleanup Activities[2]	$20.0[2]	
Subsector 238 – Specialty Trade Contractors			
238110	Poured Concrete Foundation and Structure Contractors	$14.0	
238120	Structural Steel and Precast Concrete Contractors	$14.0	
238130	Framing Contractors	$14.0	
238140	Masonry Contractors	$14.0	
238150	Glass and Glazing Contractors	$14.0	
238160	Roofing Contractors	$14.0	

238170	Siding Contractors	$14.0	
238190	Other Foundation, Structure, and Building Exterior Contractors	$14.0	
238210	Electrical Contractors and Other Wiring Installation Contractors	$14.0	
238220	Plumbing, Heating, and Air-Conditioning Contractors	$14.0	
238290	Other Building Equipment Contractors	$14.0	
238310	Drywall and Insulation Contractors	$14.0	
238320	Painting and Wall Covering Contractors	$14.0	
238330	Flooring Contractors	$14.0	
238340	Tile and Terrazzo Contractors	$14.0	
238350	Finish Carpentry Contractors	$14.0	
238390	Other Building Finishing Contractors	$14.0	
238910	Site Preparation Contractors	$14.0	
238990	All Other Specialty Trade Contractors [13]	$14.0[13]	
Sector 31 – 33 – Manufacturing			
Subsector 311 – Food Manufacturing			
311111	Dog and Cat Food Manufacturing		500
311119	Other Animal Food Manufacturing		500
311211	Flour Milling		500
311212	Rice Milling		500
311213	Malt Manufacturing		500
311221	Wet Corn Milling		750
311222	Soybean Processing		500
311223	Other Oilseed Processing		1,000
311225	Fats and Oils Refining and Blending		1,000
311230	Breakfast Cereal Manufacturing		1,000
311311	Sugarcane Mills		500
311312	Cane Sugar Refining		750
311313	Beet Sugar Manufacturing		750
311320	Chocolate and Confectionery Manufacturing from Cacao Beans		500
311330	Confectionery Manufacturing from Purchased Chocolate		500
311340	Nonchocolate Confectionery Manufacturing		500
311411	Frozen Fruit, Juice and Vegetable Manufacturing		500
311412	Frozen Specialty Food Manufacturing		500
311421	Fruit and Vegetable Canning[3]		500[3]
311422	Specialty Canning		1,000
311423	Dried and Dehydrated Food Manufacturing		500

311511	Fluid Milk Manufacturing		500
311512	Creamery Butter Manufacturing		500
311513	Cheese Manufacturing		500
311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing		500
311520	Ice Cream and Frozen Dessert Manufacturing		500
311611	Animal (except Poultry) Slaughtering		500
311612	Meat Processed from Carcasses		500
311613	Rendering and Meat Byproduct Processing		500
311615	Poultry Processing		500
311711	Seafood Canning		500
311712	Fresh and Frozen Seafood Processing		500
311811	Retail Bakeries		500
311812	Commercial Bakeries		500
311813	Frozen Cakes, Pies, and Other Pastries Manufacturing		500
311821	Cookie and Cracker Manufacturing		750
311822	Flour Mixes and Dough Manufacturing from Purchased Flour		500
311823	Dry Pasta Manufacturing		500
311830	Tortilla Manufacturing		500
311911	Roasted Nuts and Peanut Butter Manufacturing		500
311919	Other Snack Food Manufacturing		500
311920	Coffee and Tea Manufacturing		500
311930	Flavoring Syrup and Concentrate Manufacturing		500
311941	Mayonnaise, Dressing and Other Prepared Sauce Manufacturing		500
311942	Spice and Extract Manufacturing		500
311991	Perishable Prepared Food Manufacturing		500
311999	All Other Miscellaneous Food Manufacturing		500
Subsector 312 – Beverage and Tobacco Product Manufacturing			
312111	Soft Drink Manufacturing		500
312112	Bottled Water Manufacturing		500
312113	Ice Manufacturing		500
312120	Breweries		500
312130	Wineries		500
312140	Distilleries		750
312210	Tobacco Stemming and Redrying		500
312221	Cigarette Manufacturing		1,000
312229	Other Tobacco Product Manufacturing		500

Subsector 313 – Textile Mills			
313111	Yarn Spinning Mills		500
313112	Yarn Texturizing, Throwing and Twisting Mills		500
313113	Thread Mills		500
313210	Broadwoven Fabric Mills		1,000
313221	Narrow Fabric Mills		500
313222	Schiffli Machine Embroidery		500
313230	Nonwoven Fabric Mills		500
313241	Weft Knit Fabric Mills		500
313249	Other Knit Fabric and Lace Mills		500
313311	Broadwoven Fabric Finishing Mills		1,000
313312	Textile and Fabric Finishing (except Broadwoven Fabric) Mills		500
313320	Fabric Coating Mills		1,000
Subsector 314 – Textile Product Mills			
314110	Carpet and Rug Mills		500
314121	Curtain and Drapery Mills		500
314129	Other Household Textile Product Mills		500
314911	Textile Bag Mills		500
314912	Canvas and Related Product Mills		500
314991	Rope, Cordage and Twine Mills		500
314992	Tire Cord and Tire Fabric Mills		1,000
314999	All Other Miscellaneous Textile Product Mills		500
Subsector 315 – Apparel Manufacturing			
315111	Sheer Hosiery Mills		500
315119	Other Hosiery and Sock Mills		500
315191	Outerwear Knitting Mills		500
315192	Underwear and Nightwear Knitting Mills		500
315211	Men's and Boys' Cut and Sew Apparel Contractors		500
315212	Women's, Girls', and Infants' Cut and Sew Apparel Contractors		500
315221	Men's and Boys' Cut and Sew Underwear and Nightwear Manufacturing		500
315222	Men's and Boys' Cut and Sew Suit, Coat and Overcoat Manufacturing		500
315223	Men's and Boys' Cut and Sew Shirt (except Work Shirt) Manufacturing		500
315224	Men's and Boys' Cut and Sew Trouser, Slack and Jean Manufacturing		500
315225	Men's and Boys' Cut and Sew Work Clothing Manufacturing		500

315228	Men's and Boys' Cut and Sew Other Outerwear Manufacturing		500
315231	Women's and Girls' Cut and Sew Lingerie, Loungewear and Nightwear Manufacturing		500
315232	Women's and Girls' Cut and Sew Blouse and Shirt Manufacturing		500
315233	Women's and Girls' Cut and Sew Dress Manufacturing		500
315234	Women's and Girls' Cut and Sew Suit, Coat, Tailored Jacket and Skirt Manufacturing		500
315239	Women's and Girls' Cut and Sew Other Outerwear Manufacturing		500
315291	Infants' Cut and Sew Apparel Manufacturing		500
315292	Fur and Leather Apparel Manufacturing		500
315299	All Other Cut and Sew Apparel Manufacturing		500
315991	Hat, Cap and Millinery Manufacturing		500
315992	Glove and Mitten Manufacturing		500
315993	Men's and Boys' Neckwear Manufacturing		500
315999	Other Apparel Accessories and Other Apparel Manufacturing		500
Subsector 316 – Leather and Allied Product Manufacturing			
316110	Leather and Hide Tanning and Finishing		500
316211	Rubber and Plastics Footwear Manufacturing		1,000
316212	House Slipper Manufacturing		500
316213	Men's Footwear (except Athletic) Manufacturing		500
316214	Women's Footwear (except Athletic) Manufacturing		500
316219	Other Footwear Manufacturing		500
316991	Luggage Manufacturing		500
316992	Women's Handbag and Purse Manufacturing		500
316993	Personal Leather Good (except Women's Handbag and Purse) Manufacturing		500
316999	All Other Leather Good and Allied Product Manufacturing		500
Subsector 321 – Wood Product Manufacturing			
321113	Sawmills		500
321114	Wood Preservation		500
321211	Hardwood Veneer and Plywood Manufacturing		500
321212	Softwood Veneer and Plywood Manufacturing		500
321213	Engineered Wood Member (except Truss) Manufacturing		500
321214	Truss Manufacturing		500
321219	Reconstituted Wood Product Manufacturing		500
321911	Wood Window and Door Manufacturing		500

321912	Cut Stock, Resawing Lumber, and Planing		500
321918	Other Millwork (including Flooring)		500
321920	Wood Container and Pallet Manufacturing		500
321991	Manufactured Home (Mobile Home) Manufacturing		500
321992	Prefabricated Wood Building Manufacturing		500
321999	All Other Miscellaneous Wood Product Manufacturing		500
Subsector 322 – Paper Manufacturing			
322110	Pulp Mills		750
322121	Paper (except Newsprint) Mills		750
322122	Newsprint Mills		750
322130	Paperboard Mills		750
322211	Corrugated and Solid Fiber Box Manufacturing		500
322212	Folding Paperboard Box Manufacturing		750
322213	Setup Paperboard Box Manufacturing		500
322214	Fiber Can, Tube, Drum, and Similar Products Manufacturing		500
322215	Non-Folding Sanitary Food Container Manufacturing		750
322221	Coated and Laminated Packaging Paper Manufacturing		500
322222	Coated and Laminated Paper Manufacturing		500
322223	Coated Paper Bag and Pouch Manufacturing		500
322224	Uncoated Paper and Multiwall Bag Manufacturing		500
322225	Laminated Aluminum Foil Manufacturing for Flexible Packaging Uses		500
322226	Surface-Coated Paperboard Manufacturing		500
322231	Die-Cut Paper and Paperboard Office Supplies Manufacturing		500
322232	Envelope Manufacturing		500
322233	Stationery, Tablet, and Related Product Manufacturing		500
322291	Sanitary Paper Product Manufacturing		500
322299	All Other Converted Paper Product Manufacturing		500
Subsector 323 – Printing and Related Support Activities			
323110	Commercial Lithographic Printing		500
323111	Commercial Gravure Printing		500
323112	Commercial Flexographic Printing		500
323113	Commercial Screen Printing		500
323114	Quick Printing		500
323115	Digital Printing		500
323116	Manifold Business Forms Printing		500
323117	Books Printing		500

323118	Blankbook, Looseleaf Binders and Devices Manufacturing		500
323119	Other Commercial Printing		500
323121	Tradebinding and Related Work		500
323122	Prepress Services		500
Subsector 324 – Petroleum and Coal Products Manufacturing			
324110	Petroleum Refineries[4]		1,500[4]
324121	Asphalt Paving Mixture and Block Manufacturing		500
324122	Asphalt Shingle and Coating Materials Manufacturing		750
324191	Petroleum Lubricating Oil and Grease Manufacturing		500
324199	All Other Petroleum and Coal Products Manufacturing		500
Subsector 325 – Chemical Manufacturing			
325110	Petrochemical Manufacturing		1,000
325120	Industrial Gas Manufacturing		1,000
325131	Inorganic Dye and Pigment Manufacturing		1,000
325132	Synthetic Organic Dye and Pigment Manufacturing		750
325181	Alkalis and Chlorine Manufacturing		1,000
325182	Carbon Black Manufacturing		500
325188	All Other Basic Inorganic Chemical Manufacturing		1,000
325191	Gum and Wood Chemical Manufacturing		500
325192	Cyclic Crude and Intermediate Manufacturing		750
325193	Ethyl Alcohol Manufacturing		1,000
325199	All Other Basic Organic Chemical Manufacturing		1,000
325211	Plastics Material and Resin Manufacturing		750
325212	Synthetic Rubber Manufacturing		1,000
325221	Cellulosic Organic Fiber Manufacturing		1,000
325222	Noncellulosic Organic Fiber Manufacturing		1,000
325311	Nitrogenous Fertilizer Manufacturing		1,000
325312	Phosphatic Fertilizer Manufacturing		500
325314	Fertilizer (Mixing Only) Manufacturing		500
325320	Pesticide and Other Agricultural Chemical Manufacturing		500
325411	Medicinal and Botanical Manufacturing		750
325412	Pharmaceutical Preparation Manufacturing		750
325413	In-Vitro Diagnostic Substance Manufacturing		500
325414	Biological Product (except Diagnostic) Manufacturing		500
325510	Paint and Coating Manufacturing		500
325520	Adhesive Manufacturing		500
325611	Soap and Other Detergent Manufacturing		750
325612	Polish and Other Sanitation Good Manufacturing		500

325613	Surface Active Agent Manufacturing		500
325620	Toilet Preparation Manufacturing		500
325910	Printing Ink Manufacturing		500
325920	Explosives Manufacturing		750
325991	Custom Compounding of Purchased Resins		500
325992	Photographic Film, Paper, Plate and Chemical Manufacturing		500
325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing		500
Subsector 326 – Plastics and Rubber Products Manufacturing			
326111	Plastic Bag and Pouch Manufacturing		500
326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing		500
326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing		500
326121	Plastics Pipe and Pipe Fitting Manufacturing		500
326122	Plastics Pipe and Pipe Fitting Manufacturing		500
326130	Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing		500
326140	Polystyrene Foam Product Manufacturing		500
326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing		500
326160	Plastics Bottle Manufacturing		500
326191	Plastics Plumbing Fixture Manufacturing		500
326192	Resilient Floor Covering Manufacturing		750
326199	All Other Plastics Product Manufacturing		500
326211	Tire Manufacturing (except Retreading)[5]		1,000[5]
326212	Tire Retreading		500
326220	Rubber and Plastics Hoses and Belting Manufacturing		500
326291	Rubber Product Manufacturing for Mechanical Use		500
326299	All Other Rubber Product Manufacturing		500
Subsector 327 – Nonmetallic Mineral Product Manufacturing			
327111	Vitreous China Plumbing Fixture and China and Earthenware Bathroom Accessories Manufacturing		750
327112	Vitreous China, Fine Earthenware and Other Pottery Product Manufacturing		500
327113	Porcelain Electrical Supply Manufacturing		500
327121	Brick and Structural Clay Tile Manufacturing		500
327122	Ceramic Wall and Floor Tile Manufacturing		500
327123	Other Structural Clay Product Manufacturing		500
327124	Clay Refractory Manufacturing		500

327125	Nonclay Refractory Manufacturing		750
327211	Flat Glass Manufacturing		1,000
327212	Other Pressed and Blown Glass and Glassware Manufacturing		750
327213	Glass Container Manufacturing		750
327215	Glass Product Manufacturing Made of Purchased Glass		500
327310	Cement Manufacturing		750
327320	Ready-Mix Concrete Manufacturing		500
327331	Concrete Block and Brick Manufacturing		500
327332	Concrete Pipe Manufacturing		500
327390	Other Concrete Product Manufacturing		500
327410	Lime Manufacturing		500
327420	Gypsum Product Manufacturing		1,000
327910	Abrasive Product Manufacturing		500
327991	Cut Stone and Stone Product Manufacturing		500
327992	Ground or Treated Mineral and Earth Manufacturing		500
327993	Mineral Wool Manufacturing		750
327999	All Other Miscellaneous Nonmetallic Mineral Product Manufacturing		500
Subsector 331 – Primary Metal Manufacturing			
331111	Iron and Steel Mills		1,000
331112	Electrometallurgical Ferroalloy Product Manufacturing		750
331210	Iron and Steel Pipe and Tube Manufacturing from Purchased Steel		1,000
331221	Rolled Steel Shape Manufacturing		1,000
331222	Steel Wire Drawing		1,000
331311	Alumina Refining		1,000
331312	Primary Aluminum Production		1,000
331314	Secondary Smelting and Alloying of Aluminum		750
331315	Aluminum Sheet, Plate and Foil Manufacturing		750
331316	Aluminum Extruded Product Manufacturing		750
331319	Other Aluminum Rolling and Drawing		750
331411	Primary Smelting and Refining of Copper		1,000
331419	Primary Smelting and Refining of Nonferrous Metal (except Copper and Aluminum)		750
331421	Copper Rolling, Drawing and Extruding		750
331422	Copper Wire (except Mechanical) Drawing		1,000
331423	Secondary Smelting, Refining, and Alloying of Copper		750
331491	Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing and Extruding		750

331492	Secondary Smelting, Refining, and Alloying of Nonferrous Metal (except Copper and Aluminum)		750
331511	Iron Foundries		500
331512	Steel Investment Foundries		500
331513	Steel Foundries (except Investment)		500
331521	Aluminum Die-Casting Foundries		500
331522	Nonferrous (except Aluminum) Die-Casting Foundries		500
331524	Aluminum Foundries (except Die-Casting)		500
331525	Copper Foundries (except Die-Casting)		500
331528	Other Nonferrous Foundries (except Die-Casting)		500
Subsector 332 – Fabricated Metal Product Manufacturing			
332111	Iron and Steel Forging		500
332112	Nonferrous Forging		500
332114	Custom Roll Forming		500
332115	Crown and Closure Manufacturing		500
332116	Metal Stamping		500
332117	Powder Metallurgy Part Manufacturing		500
332211	Cutlery and Flatware (except Precious) Manufacturing		500
332212	Hand and Edge Tool Manufacturing		500
332213	Saw Blade and Handsaw Manufacturing		500
332214	Kitchen Utensil, Pot and Pan Manufacturing		500
332311	Prefabricated Metal Building and Component Manufacturing		500
332312	Fabricated Structural Metal Manufacturing		500
332313	Plate Work Manufacturing		500
332321	Metal Window and Door Manufacturing		500
332322	Sheet Metal Work Manufacturing		500
332323	Ornamental and Architectural Metal Work Manufacturing		500
332410	Power Boiler and Heat Exchanger Manufacturing		500
332420	Metal Tank (Heavy Gauge) Manufacturing		500
332431	Metal Can Manufacturing		1,000
332439	Other Metal Container Manufacturing		500
332510	Hardware Manufacturing		500
332611	Spring (Heavy Gauge) Manufacturing		500
332612	Spring (Light Gauge) Manufacturing		500
332618	Other Fabricated Wire Product Manufacturing		500
332710	Machine Shops		500
332721	Precision Turned Product Manufacturing		500
332722	Bolt, Nut, Screw, Rivet and Washer Manufacturing		500

332811	Metal Heat Treating		750
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers		500
332813	Electroplating, Plating, Polishing, Anodizing and Coloring		500
332911	Industrial Valve Manufacturing		500
332912	Fluid Power Valve and Hose Fitting Manufacturing		500
332913	Plumbing Fixture Fitting and Trim Manufacturing		500
332919	Other Metal Valve and Pipe Fitting Manufacturing		500
332991	Ball and Roller Bearing Manufacturing		750
332992	Small Arms Ammunition Manufacturing		1,000
332993	Ammunition (except Small Arms) Manufacturing		1,500
332994	Small Arms Manufacturing		1,000
332995	Other Ordnance and Accessories Manufacturing		500
332996	Fabricated Pipe and Pipe Fitting Manufacturing		500
332997	Industrial Pattern Manufacturing		500
332998	Enameled Iron and Metal Sanitary Ware Manufacturing		750
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing		500
Subsector 333 – Machinery Manufacturing[6]			
333111	Farm Machinery and Equipment Manufacturing		500
333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing		500
333120	Construction Machinery Manufacturing		750
333131	Mining Machinery and Equipment Manufacturing		500
333132	Oil and Gas Field Machinery and Equipment Manufacturing		500
333210	Sawmill and Woodworking Machinery Manufacturing		500
333220	Plastics and Rubber Industry Machinery Manufacturing		500
333291	Paper Industry Machinery Manufacturing		500
333292	Textile Machinery Manufacturing		500
333293	Printing Machinery and Equipment Manufacturing		500
333294	Food Product Machinery Manufacturing		500
333295	Semiconductor Machinery Manufacturing		500
333298	All Other Industrial Machinery Manufacturing		500
333311	Automatic Vending Machine Manufacturing		500
333312	Commercial Laundry, Drycleaning and Pressing Machine Manufacturing		500
333313	Office Machinery Manufacturing		1,000
333314	Optical Instrument and Lens Manufacturing		500

333315	Photographic and Photocopying Equipment Manufacturing		500
333319	Other Commercial and Service Industry Machinery Manufacturing		500
333411	Air Purification Equipment Manufacturing		500
333412	Industrial and Commercial Fan and Blower Manufacturing		500
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing		500
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing		750
333511	Industrial Mold Manufacturing		500
333512	Machine Tool (Metal Cutting Types) Manufacturing		500
333513	Machine Tool (Metal Forming Types) Manufacturing		500
333514	Special Die and Tool, Die Set, Jig and Fixture Manufacturing		500
333515	Cutting Tool and Machine Tool Accessory Manufacturing		500
333516	Rolling Mill Machinery and Equipment Manufacturing		500
333518	Other Metalworking Machinery Manufacturing		500
333611	Turbine and Turbine Generator Set Unit Manufacturing		1,000
333612	Speed Changer, Industrial High-Speed Drive and Gear Manufacturing		500
333613	Mechanical Power Transmission Equipment Manufacturing		500
333618	Other Engine Equipment Manufacturing		1,000
333911	Pump and Pumping Equipment Manufacturing		500
333912	Air and Gas Compressor Manufacturing		500
333913	Measuring and Dispensing Pump Manufacturing		500
333921	Elevator and Moving Stairway Manufacturing		500
333922	Conveyor and Conveying Equipment Manufacturing		500
333923	Overhead Traveling Crane, Hoist and Monorail System Manufacturing		500
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing		750
333991	Power-Driven Hand Tool Manufacturing		500
333992	Welding and Soldering Equipment Manufacturing		500
333993	Packaging Machinery Manufacturing		500
333994	Industrial Process Furnace and Oven Manufacturing		500
333995	Fluid Power Cylinder and Actuator Manufacturing		500
333996	Fluid Power Pump and Motor Manufacturing		500

333997	Scale and Balance Manufacturing		500
333999	All Other Miscellaneous General Purpose Machinery Manufacturing		500
Subsector 334 – Computer and Electronic Product Manufacturing[6]			
334111	Electronic Computer Manufacturing		1,000
334112	Computer Storage Device Manufacturing		1,000
334113	Computer Terminal Manufacturing		1,000
334119	Other Computer Peripheral Equipment Manufacturing		1,000
334210	Telephone Apparatus Manufacturing		1,000
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing		750
334290	Other Communications Equipment Manufacturing		750
334310	Audio and Video Equipment Manufacturing		750
334411	Electron Tube Manufacturing		750
334412	Bare Printed Circuit Board Manufacturing		500
334413	Semiconductor and Related Device Manufacturing		500
334414	Electronic Capacitor Manufacturing		500
334415	Electronic Resistor Manufacturing		500
334416	Electronic Coil, Transformer, and Other Inductor Manufacturing		500
334417	Electronic Connector Manufacturing		500
334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing		500
334419	Other Electronic Component Manufacturing		500
334510	Electromedical and Electrotherapeutic Apparatus Manufacturing		500
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing		750
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use		500
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables		500
334514	Totalizing Fluid Meter and Counting Device Manufacturing		500
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals		500
334516	Analytical Laboratory Instrument Manufacturing		500
334517	Irradiation Apparatus Manufacturing		500
334518	Watch, Clock, and Part Manufacturing		500
334519	Other Measuring and Controlling Device Manufacturing		500

334611	Software Reproducing		500
334612	Prerecorded Compact Disc (except Software), Tape, and Record Reproducing		750
334613	Magnetic and Optical Recording Media Manufacturing		1,000
Subsector 335 – Electrical Equipment, Appliance and Component Manufacturing[6]			
335110	Electric Lamp Bulb and Part Manufacturing		1,000
335121	Residential Electric Lighting Fixture Manufacturing		500
335122	Commercial, Industrial and Institutional Electric Lighting Fixture Manufacturing		500
335129	Other Lighting Equipment Manufacturing		500
335211	Electric Housewares and Household Fan Manufacturing		750
335212	Household Vacuum Cleaner Manufacturing		750
335221	Household Cooking Appliance Manufacturing		750
335222	Household Refrigerator and Home Freezer Manufacturing		1,000
335224	Household Laundry Equipment Manufacturing		1,000
335228	Other Major Household Appliance Manufacturing		500
335311	Power, Distribution and Specialty Transformer Manufacturing		750
335312	Motor and Generator Manufacturing		1,000
335313	Switchgear and Switchboard Apparatus Manufacturing		750
335314	Relay and Industrial Control Manufacturing		750
335911	Storage Battery Manufacturing		500
335912	Primary Battery Manufacturing		1,000
335921	Fiber Optic Cable Manufacturing		1,000
335929	Other Communication and Energy Wire Manufacturing		1,000
335931	Current-Carrying Wiring Device Manufacturing		500
335932	Noncurrent-Carrying Wiring Device Manufacturing		500
335991	Carbon and Graphite Product Manufacturing		750
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing		500
Subsector 336 – Transportation Equipment Manufacturing[6]			
336111	Automobile Manufacturing		1,000
336112	Light Truck and Utility Vehicle Manufacturing		1,000
336120	Heavy Duty Truck Manufacturing		1,000
336211	Motor Vehicle Body Manufacturing		1,000
336212	Truck Trailer Manufacturing		500
336213	Motor Home Manufacturing		1,000
336214	Travel Trailer and Camper Manufacturing		500

336311	Carburetor, Piston, Piston Ring and Valve Manufacturing		500
336312	Gasoline Engine and Engine Parts Manufacturing		750
336321	Vehicular Lighting Equipment Manufacturing		500
336322	Other Motor Vehicle Electrical and Electronic Equipment Manufacturing		750
336330	Motor Vehicle Steering and Suspension Components (except Spring) Manufacturing		750
336340	Motor Vehicle Brake System Manufacturing		750
336350	Motor Vehicle Transmission and Power Train Parts Manufacturing		750
336360	Motor Vehicle Seating and Interior Trim Manufacturing		500
336370	Motor Vehicle Metal Stamping		500
336391	Motor Vehicle Air-Conditioning Manufacturing		750
336399	All Other Motor Vehicle Parts Manufacturing		750
336411	Aircraft Manufacturing		1,500
336412	Aircraft Engine and Engine Parts Manufacturing		1,000
336413	Other Aircraft Part and Auxiliary Equipment Manufacturing[7]		1,000[7]
336414	Guided Missile and Space Vehicle Manufacturing		1,000
336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing		1,000
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing		1,000
336510	Railroad Rolling Stock Manufacturing		1,000
336611	Ship Building and Repairing		1,000
336612	Boat Building		500
336991	Motorcycle, Bicycle and Parts Manufacturing		500
336992	Military Armored Vehicle, Tank and Tank Component Manufacturing		1,000
336999	All Other Transportation Equipment Manufacturing		500
Subsector 337 – Furniture and Related Product Manufacturing			
337110	Wood Kitchen Cabinet and Counter Top Manufacturing		500
337121	Upholstered Household Furniture Manufacturing		500
337122	Nonupholstered Wood Household Furniture Manufacturing		500
337124	Metal Household Furniture Manufacturing		500
337125	Household Furniture (except Wood and Metal) Manufacturing		500
337127	Institutional Furniture Manufacturing		500

337129	Wood Television, Radio, and Sewing Machine Cabinet Manufacturing		500
337211	Wood Office Furniture Manufacturing		500
337212	Custom Architectural Woodwork and Millwork Manufacturing		500
337214	Office Furniture (Except Wood) Manufacturing		500
337215	Showcase, Partition, Shelving, and Locker Manufacturing		500
337910	Mattress Manufacturing		500
337920	Blind and Shade Manufacturing		500
Subsector 339 – Miscellaneous Manufacturing			
339112	Surgical and Medical Instrument Manufacturing		500
339113	Surgical Appliance and Supplies Manufacturing		500
339114	Dental Equipment and Supplies Manufacturing		500
339115	Ophthalmic Goods Manufacturing		500
339116	Dental Laboratories		500
339911	Jewelry (except Costume) Manufacturing		500
339912	Silverware and Hollowware Manufacturing		500
339913	Jewelers' Material and Lapidary Work Manufacturing		500
339914	Costume Jewelry and Novelty Manufacturing		500
339920	Sporting and Athletic Goods Manufacturing		500
339931	Doll and Stuffed Toy Manufacturing		500
339932	Game, Toy, and Children's Vehicle Manufacturing		500
339941	Pen and Mechanical Pencil Manufacturing		500
339942	Lead Pencil and Art Good Manufacturing		500
339943	Marking Device Manufacturing		500
339944	Carbon Paper and Inked Ribbon Manufacturing		500
339950	Sign Manufacturing		500
339991	Gasket, Packing, and Sealing Device Manufacturing		500
339992	Musical Instrument Manufacturing		500
339993	Fastener, Button, Needle and Pin Manufacturing		500
339994	Broom, Brush and Mop Manufacturing		500
339995	Burial Casket Manufacturing		500
339999	All Other Miscellaneous Manufacturing		500

Sector 42 – Wholesale Trade			
(These NAICS codes shall not be used to classify Government acquisitions for supplies. They also shall not be used by Federal government contractors when subcontracting for the acquisition for supplies. The applicable manufacturing NAICS code shall be used to classify acquisitions for supplies. A Wholesale Trade or Retail Trade business concern submitting an offer or a quote on a supply acquisition is categorized as a nonmanufacturer and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406.)			
Subsector 423 – Merchant Wholesalers, Durable Goods			
423110	Automobile and Other Motor Vehicle Merchant Wholesalers		100
423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers		100
423130	Tire and Tube Merchant Wholesalers		100
423140	Motor Vehicle Parts (Used) Merchant Wholesalers		100
423210	Furniture Merchant Wholesalers		100
423220	Home Furnishing Merchant Wholesalers		100
423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers		100
423320	Brick, Stone, and Related Construction Material Merchant Wholesalers		100
423330	Roofing, Siding, and Insulation Material Merchant Wholesalers		100
423390	Other Construction Material Merchant Wholesalers		100
423410	Photographic Equipment and Supplies Merchant Wholesalers		100
423420	Office Equipment Merchant Wholesalers		100
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers		100
423440	Other Commercial Equipment Merchant Wholesalers		100
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers		100
423460	Ophthalmic Goods Merchant Wholesalers		100
423490	Other Professional Equipment and Supplies Merchant Wholesalers		100
423510	Metal Service Centers and Other Metal Merchant Wholesalers		100
423520	Coal and Other Mineral and Ore Merchant Wholesalers		100
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers		100

423620	Electrical and Electronic Appliance, Television, and Radio Set Merchant Wholesalers		100
423690	Other Electronic Parts and Equipment Merchant Wholesalers		100
423710	Hardware Merchant Wholesalers		100
423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers		100
423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers		100
423740	Refrigeration Equipment and Supplies Merchant Wholesalers		100
423810	Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers		100
423820	Farm and Garden Machinery and Equipment Merchant Wholesalers		100
423830	Industrial Machinery and Equipment Merchant Wholesalers		100
423840	Industrial Supplies Merchant Wholesalers		100
423850	Service Establishment Equipment and Supplies Merchant Wholesalers		100
423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers		100
423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers		100
423920	Toy and Hobby Goods and Supplies Merchant Wholesalers		100
423930	Recyclable Material Merchant Wholesalers		100
423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers		100
423990	Other Miscellaneous Durable Goods Merchant Wholesalers		100
Subsector 424 – Merchant Wholesalers, Nondurable Goods			
424110	Printing and Writing Paper Merchant Wholesalers		100
424120	Stationary and Office Supplies Merchant Wholesalers		100
424130	Industrial and Personal Service Paper Merchant Wholesalers		100
424210	Drugs and Druggists' Sundries Merchant Wholesalers		100
424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers		100
424320	Men's and Boys' Clothing and Furnishings Merchant Wholesalers		100
424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers		100
424340	Footwear Merchant Wholesalers		100

424410	General Line Grocery Merchant Wholesalers		100
424420	Packaged Frozen Food Merchant Wholesalers		100
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers		100
424440	Poultry and Poultry Product Merchant Wholesalers		100
424450	Confectionery Merchant Wholesalers		100
424460	Fish and Seafood Merchant Wholesalers		100
424470	Meat and Meat Product Merchant Wholesalers		100
424480	Fresh Fruit and Vegetable Merchant Wholesalers		100
424490	Other Grocery and Related Products Merchant Wholesalers		100
424510	Grain and Field Bean Merchant Wholesalers		100
424520	Livestock Merchant Wholesalers		100
424590	Other Farm Product Raw Material Merchant Wholesalers		100
424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers		100
424690	Other Chemical and Allied Products Merchant Wholesalers		100
424710	Petroleum Bulk Stations and Terminals		100
424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)		100
424810	Beer and Ale Merchant Wholesalers		100
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers		100
424910	Farm Supplies Merchant Wholesalers		100
424920	Book, Periodical, and Newspaper Merchant Wholesalers		100
424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers		100
424940	Tobacco and Tobacco Product Merchant Wholesalers		100
424950	Paint, Varnish, and Supplies Merchant Wholesalers		100
424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers		100
Subsector 425 – Wholesale Electronic Markets and Agents and Brokers			
425110	Business to Business Electronic Markets		100
425120	Wholesale Trade Agents and Brokers		100

Sector 44 - 45 – Retail Trade			
(These NAICS codes shall not be used to classify Government acquisitions for supplies. They also shall not be used by Federal government contractors when subcontracting for the acquisition for supplies. The applicable manufacturing NAICS code shall be used to classify acquisitions for supplies. A Wholesale Trade or Retail Trade business concern submitting an offer or a quote on a supply acquisition is categorized as a nonmanufacturer and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406.)			
Subsector 441 – Motor Vehicle and Parts Dealers			
441110	New Car Dealers		200
441120	Used Car Dealers	$23.0	
441210	Recreational Vehicle Dealers	$30.0	
441221	Motorcycle, ATV, and Personal Watercraft Dealers	$30.0	
441222	Boat Dealers	$30.0	
441229	All Other Motor Vehicle Dealers	$7.0	
Except,	Aircraft Dealers, Retail	$25.5	
441310	Automotive Parts and Accessories Stores	$14.0	
441320	Tire Dealers	$14.0	
Subsector 442 – Furniture and Home Furnishings Stores			
442110	Furniture Stores	$19.0	
442210	Floor Covering Stores	$7.0	
442291	Window Treatment Stores	$7.0	
442299	All Other Home Furnishings Stores	$19.0	
Subsector 443 – Electronics and Appliance Stores			
443111	Household Appliance Stores	$10.0	
443112	Radio, Television and Other Electronics Stores	$25.5	
443120	Computer and Software Stores	$25.5	
443130	Camera and Photographic Supplies Stores	$19.0	
Subsector 444 – Building Material and Garden Equipment and Supplies Dealers			
444110	Home Centers	$35.5	
444120	Paint and Wallpaper Stores	$25.5	
444130	Hardware Stores	$7.0	
444190	Other Building Material Dealers	$19.0	
444210	Outdoor Power Equipment Stores	$7.0	
444220	Nursery and Garden Centers	$10.0	
Subsector 445 – Food and Beverage Stores			
445110	Supermarkets and Other Grocery (except Convenience) Stores	$30.0	

445120	Convenience Stores	$27.0	
445210	Meat Markets	$7.0	
445220	Fish and Seafood Markets	$7.0	
445230	Fruit and Vegetable Markets	$7.0	
445291	Baked Goods Stores	$7.0	
445292	Confectionery and Nut Stores	$7.0	
445299	All Other Specialty Food Stores	$7.0	
445310	Beer, Wine and Liquor Stores	$7.0	
Subsector 446 – Health and Personal Care Stores			
446110	Pharmacies and Drug Stores	$25.5	
446120	Cosmetics, Beauty Supplies and Perfume Stores	$25.5	
446130	Optical Goods Stores	$19.0	
446191	Food (Health) Supplement Stores	$14.0	
446199	All Other Health and Personal Care Stores	$7.0	
Subsector 447 – Gasoline Stations			
447110	Gasoline Stations with Convenience Stores	$27.0	
447190	Other Gasoline Stations	$14.0	
Subsector 448 – Clothing and Clothing Accessories Stores			
448110	Men's Clothing Stores	$10.0	
448120	Women's Clothing Stores	$25.5	
448130	Children's and Infants' Clothing Stores	$30.0	
448140	Family Clothing Stores	$35.5	
448150	Clothing Accessories Stores	$14.0	
448190	Other Clothing Stores	$19.0	
448210	Shoe Stores	$25.5	
448310	Jewelry Stores	$14.0	
448320	Luggage and Leather Goods Stores	$25.5	
Subsector 451 – Sporting Good, Hobby, Book and Music Stores			
451110	Sporting Goods Stores	$14.0	
451120	Hobby, Toy and Game Stores	$25.5	
451130	Sewing, Needlework and Piece Goods Stores	$25.5	
451140	Musical Instrument and Supplies Stores	$10.0	
451211	Book Stores	$25.5	
451212	News Dealers and Newsstands	$7.0	
451220	Prerecorded Tape, Compact Disc and Record Stores	$30.0	
Subsector 452 – General Merchandise Stores			
452111	Department Stores (except Discount Department Stores)	$30.0	
452112	Discount Department Stores	$27.0	

452910	Warehouse Clubs and Superstores	$27.0	
452990	All Other General Merchandise Stores	$30.0	
Subsector 453 – Miscellaneous Store Retailers			
453110	Florists	$7.0	
453210	Office Supplies and Stationery Stores	$30.0	
453220	Gift, Novelty and Souvenir Stores	$7.0	
453310	Used Merchandise Stores	$7.0	
453910	Pet and Pet Supplies Stores	$19.0	
453920	Art Dealers	$7.0	
453930	Manufactured (Mobile) Home Dealers	$14.0	
453991	Tobacco Stores	$7.0	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	$7.0	
Subsector 454 – Nonstore Retailers			
454111	Electronic Shopping	$30.0	
454112	Electronic Auctions	$35.5	
454113	Mail-Order Houses	$35.5	
454210	Vending Machine Operators	$10.0	
454311	Heating Oil Dealers		50
454312	Liquefied Petroleum Gas (Bottled Gas) Dealers		50
454319	Other Fuel Dealers	$7.0	
454390	Other Direct Selling Establishments	$7.0	
Sector 48 - 49 – Transportation and Warehousing			
Subsector 481 – Air Transportation			
481111	Scheduled Passenger Air Transportation		1,500
481112	Scheduled Freight Air Transportation		1,500
481211	Nonscheduled Chartered Passenger Air Transportation		1,500
Except,	Offshore Marine Air Transportation Services	$28.0	
481212	Nonscheduled Chartered Freight Air Transportation		1,500
Except,	Offshore Marine Air Transportation Services	$28.0	
481219	Other Nonscheduled Air Transportation	$7.0	
Subsector 482 – Rail Transportation			
482111	Line-Haul Railroads		1,500
482112	Short Line Railroads		500
Subsector 483 – Water Transportation[15]			
483111	Deep Sea Freight Transportation		500
483112	Deep Sea Passenger Transportation		500
483113	Coastal and Great Lakes Freight Transportation		500
483114	Coastal and Great Lakes Passenger Transportation		500

483211	Inland Water Freight Transportation		500
483212	Inland Water Passenger Transportation		500
Subsector 484 – Truck Transportation			
484110	General Freight Trucking, Local	$25.5	
484121	General Freight Trucking, Long-Distance, Truckload	$25.5	
484122	General Freight Trucking, Long-Distance, Less Than Truckload	$25.5	
484210	Used Household and Office Goods Moving	$25.5	
484220	Specialized Freight (except Used Goods) Trucking, Local	$25.5	
484230	Specialized Freight (except Used Goods) Trucking, Long-Distance	$25.5	
Subsector 485 – Transit and Ground Passenger Transportation			
485111	Mixed Mode Transit Systems	$7.0	
485112	Commuter Rail Systems	$7.0	
485113	Bus and Other Motor Vehicle Transit Systems	$7.0	
485119	Other Urban Transit Systems	$7.0	
485210	Interurban and Rural Bus Transportation	$7.0	
485310	Taxi Service	$7.0	
485320	Limousine Service	$7.0	
485410	School and Employee Bus Transportation	$7.0	
485510	Charter Bus Industry	$7.0	
485991	Special Needs Transportation	$7.0	
485999	All Other Transit and Ground Passenger Transportation	$7.0	
Subsector 486 – Pipeline Transportation			
486110	Pipeline Transportation of Crude Oil		1,500
486210	Pipeline Transportation of Natural Gas	$7.0	
486910	Pipeline Transportation of Refined Petroleum Products		1,500
486990	All Other Pipeline Transportation	$34.5	
Subsector 487 – Scenic and Sightseeing Transportation			
487110	Scenic and Sightseeing Transportation, Land	$7.0	
487210	Scenic and Sightseeing Transportation, Water	$7.0	
487990	Scenic and Sightseeing Transportation, Other	$7.0	
Subsector 488 – Support Activities for Transportation			
488111	Air Traffic Control	$7.0	
488119	Other Airport Operations	$7.0	
488190	Other Support Activities for Air Transportation	$7.0	
488210	Support Activities for Rail Transportation	$7.0	
488310	Port and Harbor Operations	$25.5	
488320	Marine Cargo Handling	$25.5	

488330	Navigational Services to Shipping	$7.0	
488390	Other Support Activities for Water Transportation	$7.0	
488410	Motor Vehicle Towing	$7.0	
488490	Other Support Activities for Road Transportation	$7.0	
488510	Freight Transportation Arrangement[10]	$7.0[10]	
Except,	Non-Vessel Owning Common Carriers and Household Goods Forwarders	$25.5	
488991	Packing and Crating	$25.5	
488999	All Other Support Activities for Transportation	$7.0	
Subsector 491 – Postal Service			
491110	Postal Service	$7.0	
Subsector 492 – Couriers and Messengers			
492110	Couriers and Express Delivery Services		1,500
492210	Local Messengers and Local Delivery	$25.5	
Subsector 493 – Warehousing and Storage			
493110	General Warehousing and Storage	$25.5	
493120	Refrigerated Warehousing and Storage	$25.5	
493130	Farm Product Warehousing and Storage	$25.5	
493190	Other Warehousing and Storage	$25.5	
Sector 51 – Information			
Subsector 511 – Publishing Industries (except Internet)			
511110	Newspaper Publishers		500
511120	Periodical Publishers		500
511130	Book Publishers		500
511140	Directory and Mailing List Publishers		500
511191	Greeting Card Publishers		500
511199	All Other Publishers		500
511210	Software Publishers	$25.0	
Subsector 512 – Motion Picture and Sound Recording Industries			
512110	Motion Picture and Video Production	$29.5	
512120	Motion Picture and Video Distribution	$29.5	
512131	Motion Picture Theaters (except Drive-Ins)	$7.0	
512132	Drive-In Motion Picture Theaters	$7.0	
512191	Teleproduction and Other Postproduction Services	$29.5	
512199	Other Motion Picture and Video Industries	$7.0	
512210	Record Production	$7.0	
512220	Integrated Record Production/Distribution		750
512230	Music Publishers		500
512240	Sound Recording Studios	$7.0	

512290	Other Sound Recording Industries	$7.0	
Subsector 515 – Broadcasting (except Internet)			
515111	Radio Networks	$7.0	
515112	Radio Stations	$7.0	
515120	Television Broadcasting	$14.0	
515210	Cable and Other Subscription Programming	$15.0	
Subsector 517 – Telecommunications			
517110	Wired Telecommunications Carriers		1,500
517210	Wireless Telecommunications Carriers (except Satellite)		1,500
517410	Satellite Telecommunications	$15.0	
517911	Telecommunications Resellers		1,500
517919	All Other Telecommunications	$25.0	
Subsector 518 –Data Processing, Hosting, and Related Services			
518210	Data Processing, Hosting, and Related Services	$25.0	
Subsector 519 – Other Information Services			
519110	News Syndicates	$7.0	
519120	Libraries and Archives	$7.0	
519130	Internet Publishing and Broadcasting and Web Search Portals		500
519190	All Other Information Services	$7.0	
Sector 52 – Finance and Insurance			
Subsector 522 – Credit Intermediation and Related Activities			
522110	Commercial Banking[8]	$175 million in assets[8]	
522120	Savings Institutions[8]	$175 million in assets[8]	
522130	Credit Unions[8]	$175 million in assets[8]	
522190	Other Depository Credit Intermediation[8]	$175 million in assets[8]	
522210	Credit Card Issuing[8]	$175 million in assets[8]	
522220	Sales Financing	$7.0	
522291	Consumer Lending	$7.0	
522292	Real Estate Credit	$7.0	
522293	International Trade Financing[8]	$175 million in assets[8]	
522294	Secondary Market Financing	$7.0	
522298	All Other Nondepository Credit Intermediation	$7.0	
522310	Mortgage and Nonmortgage Loan Brokers	$7.0	

522320	Financial Transactions, Reserve, and Clearinghouse Activities	$7.0	
522390	Other Activities Related to Credit Intermediation	$7.0	
Subsector 523 – Financial Investments and Related Activities			
523110	Investment Banking and Securities Dealing	$7.0	
523120	Securities Brokerage	$7.0	
523130	Commodity Contracts Dealing	$7.0	
523140	Commodity Contracts Brokerage	$7.0	
523210	Securities and Commodity Exchanges	$7.0	
523910	Miscellaneous Intermediation	$7.0	
523920	Portfolio Management	$7.0	
523930	Investment Advice	$7.0	
523991	Trust, Fiduciary and Custody Activities	$7.0	
523999	Miscellaneous Financial Investment Activities	$7.0	
Subsector 524 – Insurance Carriers and Related Activities			
524113	Direct Life Insurance Carriers	$7.0	
524114	Direct Health and Medical Insurance Carriers	$7.0	
524126	Direct Property and Casualty Insurance Carriers		1,500
524127	Direct Title Insurance Carriers	$7.0	
524128	Other Direct Insurance (except Life, Health and Medical) Carriers	$7.0	
524130	Reinsurance Carriers	$7.0	
524210	Insurance Agencies and Brokerages	$7.0	
524291	Claims Adjusting	$7.0	
524292	Third Party Administration of Insurance and Pension Funds	$7.0	
524298	All Other Insurance Related Activities	$7.0	
Subsector 525 – Funds, Trusts and Other Financial Vehicles			
525110	Pension Funds	$7.0	
525120	Health and Welfare Funds	$7.0	
525190	Other Insurance Funds	$7.0	
525910	Open-End Investment Funds	$7.0	
525920	Trusts, Estates, and Agency Accounts	$7.0	
525990	Other Financial Vehicles	$7.0	
Sector 53 – Real Estate and Rental and Leasing			
Subsector 531 – Real Estate			
531110	Lessors of Residential Buildings and Dwellings	$7.0	
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	$7.0	
531130	Lessors of Miniwarehouses and Self Storage Units	$25.5	

531190	Lessors of Other Real Estate Property	$7.0	
Except,	Leasing of Building Space to Federal Government by Owners[9]	$20.5[9]	
531210	Offices of Real Estate Agents and Brokers[10]	$2.0[10]	
531311	Residential Property Managers	$2.0	
531312	Nonresidential Property Managers	$2.0	
531320	Offices of Real Estate Appraisers	$2.0	
531390	Other Activities Related to Real Estate	$2.0	
Subsector 532 – Rental and Leasing Services			
532111	Passenger Car Rental	$25.5	
532112	Passenger Car Leasing	$25.5	
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	$25.5	
532210	Consumer Electronics and Appliances Rental	$7.0	
532220	Formal Wear and Costume Rental	$7.0	
532230	Video Tape and Disc Rental	$7.0	
532291	Home Health Equipment Rental	$7.0	
532292	Recreational Goods Rental	$7.0	
532299	All Other Consumer Goods Rental	$7.0	
532310	General Rental Centers	$7.0	
532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing	$7.0	
532412	Construction, Mining and Forestry Machinery and Equipment Rental and Leasing	$7.0	
532420	Office Machinery and Equipment Rental and Leasing	$25.0	
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	$7.0	
Subsector 533 – Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)			
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	$7.0	
Sector 54 – Professional, Scientific and Technical Services			
Subsector 541 – Professional, Scientific and Technical Services			
541110	Offices of Lawyers	$7.0	
541191	Title Abstract and Settlement Offices	$7.0	
541199	All Other Legal Services	$7.0	
541211	Offices of Certified Public Accountants	$8.5	
541213	Tax Preparation Services	$7.0	
541214	Payroll Services	$8.5	
541219	Other Accounting Services	$8.5	
541310	Architectural Services	$4.5	
541320	Landscape Architectural Services	$7.0	

541330	Engineering Services	$4.5	
Except,	Military and Aerospace Equipment and Military Weapons	$27.0	
Except,	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	$27.0	
Except,	Marine Engineering and Naval Architecture	$18.5	
541340	Drafting Services	$7.0	
Except,	Map Drafting	$4.5	
541350	Building Inspection Services	$7.0	
541360	Geophysical Surveying and Mapping Services	$4.5	
541370	Surveying and Mapping (except Geophysical) Services	$4.5	
541380	Testing Laboratories	$12.0	
541410	Interior Design Services	$7.0	
541420	Industrial Design Services	$7.0	
541430	Graphic Design Services	$7.0	
541490	Other Specialized Design Services	$7.0	
541511	Custom Computer Programming Services	$25.0	
541512	Computer Systems Design Services	$25.0	
541513	Computer Facilities Management Services	$25.0	
541519	Other Computer Related Services	$25.0	
Except,	Information Technology Value Added Resellers[18]		150[18]
541611	Administrative Management and General Management Consulting Services	$7.0	
541612	Human Resources Consulting Services	$7.0	
541613	Marketing Consulting Services	$7.0	
541614	Process, Physical Distribution and Logistics Consulting Services	$7.0	
541618	Other Management Consulting Services	$7.0	
541620	Environmental Consulting Services	$7.0	
541690	Other Scientific and Technical Consulting Services	$7.0	
541711	Research and Development in Biotechnology[11]		500[11]
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) [11]		500[11]
Except,	Aircraft		1,500
Except,	Aircraft Parts, and Auxiliary Equipment, and Aircraft Engine Parts		1,000
Except,	Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion Units Parts, and their Auxiliary Equipment and Parts		1,000

541720	Research and Development in the Social Sciences and Humanities	$7.0	
541810	Advertising Agencies[10]	$7.0[10]	
541820	Public Relations Agencies	$7.0	
541830	Media Buying Agencies	$7.0	
541840	Media Representatives	$7.0	
541850	Display Advertising	$7.0	
541860	Direct Mail Advertising	$7.0	
541870	Advertising Material Distribution Services	$7.0	
541890	Other Services Related to Advertising	$7.0	
541910	Marketing Research and Public Opinion Polling	$7.0	
541921	Photography Studios, Portrait	$7.0	
541922	Commercial Photography	$7.0	
541930	Translation and Interpretation Services	$7.0	
541940	Veterinary Services	$7.0	
541990	All Other Professional, Scientific and Technical Services	$7.0	
Sector 55 – Management of Companies and Enterprises			
Subsector 551 – Management of Companies and Enterprises			
551111	Offices of Bank Holding Companies	$7.0	
551112	Offices of Other Holding Companies	$7.0	
Sector 56 – Administrative and Support, Waste Management and Remediation Services			
Subsector 561 – Administrative and Support Services			
561110	Office Administrative Services	$7.0	
561210	Facilities Support Services[12]	$35.5[12]	
561311	Employment Placement Agencies	$7.0	
561312	Executive Search Services	$7.0	
561320	Temporary Help Services	$13.5	
561330	Professional Employer Organizations	$13.5	
561410	Document Preparation Services	$7.0	
561421	Telephone Answering Services	$7.0	
561422	Telemarketing Bureaus and Other contact Centers	$7.0	
561431	Private Mail Centers	$7.0	
561439	Other Business Service Centers (including Copy Shops)	$7.0	
561440	Collection Agencies	$7.0	
561450	Credit Bureaus	$7.0	
561491	Repossession Services	$7.0	
561492	Court Reporting and Stenotype Services	$7.0	

561499	All Other Business Support Services	$7.0	
561510	Travel Agencies[10]	$3.5[10]	
561520	Tour Operators[10]	$7.0[10]	
561591	Convention and Visitors Bureaus	$7.0	
561599	All Other Travel Arrangement and Reservation Services	$7.0	
561611	Investigation Services	$12.5	
561612	Security Guards and Patrol Services	$18.5	
561613	Armored Car Services	$12.5	
561621	Security Systems Services (except Locksmiths)	$12.5	
561622	Locksmiths	$7.0	
561710	Exterminating and Pest Control Services	$7.0	
561720	Janitorial Services	$16.5	
561730	Landscaping Services	$7.0	
561740	Carpet and Upholstery Cleaning Services	$4.5	
561790	Other Services to Buildings and Dwellings	$7.0	
561910	Packaging and Labeling Services	$7.0	
561920	Convention and Trade Show Organizers[10]	$7.0[10]	
561990	All Other Support Services	$7.0	
Subsector 562 – Waste Management and Remediation Services			
562111	Solid Waste Collection	$12.5	
562112	Hazardous Waste Collection	$12.5	
562119	Other Waste Collection	$12.5	
562211	Hazardous Waste Treatment and Disposal	$12.5	
562212	Solid Waste Landfill	$12.5	
562213	Solid Waste Combustors and Incinerators	$12.5	
562219	Other Nonhazardous Waste Treatment and Disposal	$12.5	
562910	Remediation Services	$14.0	
Except,	Environmental Remediation Services[14]		500[14]
562920	Materials Recovery Facilities	$12.5	
562991	Septic Tank and Related Services	$7.0	
562998	All Other Miscellaneous Waste Management Services	$7.0	
Sector 61 – Educational Services			
Subsector 611 – Educational Services			
611110	Elementary and Secondary Schools	$7.0	
611210	Junior Colleges	$7.0	
611310	Colleges, Universities and Professional Schools	$7.0	
611410	Business and Secretarial Schools	$7.0	
611420	Computer Training	$7.0	

611430	Professional and Management Development Training	$7.0	
611511	Cosmetology and Barber Schools	$7.0	
611512	Flight Training	$25.5	
611513	Apprenticeship Training	$7.0	
611519	Other Technical and Trade Schools	$7.0	
Except,	Job Corps Centers[16]	$35.5[16]	
611610	Fine Arts Schools	$7.0	
611620	Sports and Recreation Instruction	$7.0	
611630	Language Schools	$7.0	
611691	Exam Preparation and Tutoring	$7.0	
611692	Automobile Driving Schools	$7.0	
611699	All Other Miscellaneous Schools and Instruction	$7.0	
611710	Educational Support Services	$7.0	
Sector 62 – Health Care and Social Assistance			
Subsector 621 – Ambulatory Health Care Services			
621111	Offices of Physicians (except Mental Health Specialists)	$10.0	
621112	Offices of Physicians, Mental Health Specialists	$10.0	
621210	Offices of Dentists	$7.0	
621310	Offices of Chiropractors	$7.0	
621320	Offices of Optometrists	$7.0	
621330	Offices of Mental Health Practitioners (except Physicians)	$7.0	
621340	Offices of Physical, Occupational and Speech Therapists and Audiologists	$7.0	
621391	Offices of Podiatrists	$7.0	
621399	Offices of All Other Miscellaneous Health Practitioners	$7.0	
621410	Family Planning Centers	$10.0	
621420	Outpatient Mental Health and Substance Abuse Centers	$10.0	
621491	HMO Medical Centers	$10.0	
621492	Kidney Dialysis Centers	$34.5	
621493	Freestanding Ambulatory Surgical and Emergency Centers	$10.0	
621498	All Other Outpatient Care Centers	$10.0	
621511	Medical Laboratories	$13.5	
621512	Diagnostic Imaging Centers	$13.5	
621610	Home Health Care Services	$13.5	
621910	Ambulance Services	$7.0	
621991	Blood and Organ Banks	$10.0	
621999	All Other Miscellaneous Ambulatory Health Care Services	$10.0	

Subsector 622 – Hospitals			
622110	General Medical and Surgical Hospitals	$34.5	
622210	Psychiatric and Substance Abuse Hospitals	$34.5	
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals	$34.5	
Subsector 623 – Nursing and Residential Care Facilities			
623110	Nursing Care Facilities	$13.5	
623210	Residential Mental Retardation Facilities	$10.0	
623220	Residential Mental Health and Substance Abuse Facilities	$7.0	
623311	Continuing Care Retirement Communities	$13.5	
623312	Homes for the Elderly	$7.0	
623990	Other Residential Care Facilities	$7.0	
Subsector 624 – Social Assistance			
624110	Child and Youth Services	$7.0	
624120	Services for the Elderly and Persons with Disabilities	$7.0	
624190	Other Individual and Family Services	$7.0	
624210	Community Food Services	$7.0	
624221	Temporary Shelters	$7.0	
624229	Other Community Housing Services	$7.0	
624230	Emergency and Other Relief Services	$7.0	
624310	Vocational Rehabilitation Services	$7.0	
624410	Child Day Care Services	$7.0	
Sector 71 – Arts, Entertainment and Recreation			
Subsector 711 – Performing Arts, Spectator Sports and Related Industries			
711110	Theater Companies and Dinner Theaters	$7.0	
711120	Dance Companies	$7.0	
711130	Musical Groups and Artists	$7.0	
711190	Other Performing Arts Companies	$7.0	
711211	Sports Teams and Clubs	$7.0	
711212	Race Tracks	$7.0	
711219	Other Spectator Sports	$7.0	
711310	Promoters of Performing Arts, Sports and Similar Events with Facilities	$7.0	
711320	Promoters of Performing Arts, Sports and Similar Events without Facilities	$7.0	
711410	Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	$7.0	
711510	Independent Artists, Writers, and Performers	$7.0	
Subsector 712 – Museums, Historical Sites and Similar Institutions			
712110	Museums	$7.0	

712120	Historical Sites	$7.0	
712130	Zoos and Botanical Gardens	$7.0	
712190	Nature Parks and Other Similar Institutions	$7.0	
Subsector 713 – Amusement, Gambling and Recreation Industries			
713110	Amusement and Theme Parks	$7.0	
713120	Amusement Arcades	$7.0	
713210	Casinos (except Casino Hotels)	$7.0	
713290	Other Gambling Industries	$7.0	
713910	Golf Courses and Country Clubs	$7.0	
713920	Skiing Facilities	$7.0	
713930	Marinas	$7.0	
713940	Fitness and Recreational Sports Centers	$7.0	
713950	Bowling Centers	$7.0	
713990	All Other Amusement and Recreation Industries	$7.0	
Sector 72 – Accommodation and Food Services			
Subsector 721 – Accommodation			
721110	Hotels (except Casino Hotels) and Motels	$30.0	
721120	Casino Hotels	$30.0	
721191	Bed-and-Breakfast Inns	$7.0	
721199	All Other Traveler Accommodation	$7.0	
721211	RV (Recreational Vehicle) Parks and Campgrounds	$7.0	
721214	Recreational and Vacation Camps (except Campgrounds)	$7.0	
721310	Rooming and Boarding Houses	$7.0	
Subsector 722 – Food Services and Drinking Places			
722110	Full-Service Restaurants	$7.0	
722211	Limited-Service Restaurants	$10.0	
722212	Cafeterias, Grill Buffets, and Buffets	$25.5	
722213	Snack and Nonalcoholic Beverage Bars	$7.0	
722310	Food Service Contractors	$35.5	
722320	Caterers	$7.0	
722330	Mobile Food Services	$7.0	
722410	Drinking Places (Alcoholic Beverages)	$7.0	
Sector 81 – Other Services			
Subsector 811 – Repair and Maintenance			
811111	General Automotive Repair	$7.0	
811112	Automotive Exhaust System Repair	$7.0	
811113	Automotive Transmission Repair	$7.0	
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	$7.0	

811121	Automotive Body, Paint and Interior Repair and Maintenance	$7.0	
811122	Automotive Glass Replacement Shops	$10.0	
811191	Automotive Oil Change and Lubrication Shops	$7.0	
811192	Car Washes	$7.0	
811198	All Other Automotive Repair and Maintenance	$7.0	
811211	Consumer Electronics Repair and Maintenance	$7.0	
811212	Computer and Office Machine Repair and Maintenance	$25.0	
811213	Communication Equipment Repair and Maintenance	$10.0	
811219	Other Electronic and Precision Equipment Repair and Maintenance	$19.0	
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	$7.0	
811411	Home and Garden Equipment Repair and Maintenance	$7.0	
811412	Appliance Repair and Maintenance	$14.0	
811420	Reupholstery and Furniture Repair	$7.0	
811430	Footwear and Leather Goods Repair	$7.0	
811490	Other Personal and Household Goods Repair and Maintenance	$7.0	
Subsector 812 – Personal and Laundry Services			
812111	Barber Shops	$7.0	
812112	Beauty Salons	$7.0	
812113	Nail Salons	$7.0	
812191	Diet and Weight Reducing Centers	$19.0	
812199	Other Personal Care Services	$7.0	
812210	Funeral Homes and Funeral Services	$7.0	
812220	Cemeteries and Crematories	$19.0	
812310	Coin-Operated Laundries and Drycleaners	$7.0	
812320	Drycleaning and Laundry Services (except Coin-Operated)	$5.0	
812331	Linen Supply	$30.0	
812332	Industrial Launderers	$35.5	
812910	Pet Care (except Veterinary) Services	$7.0	
812921	Photofinishing Laboratories (except One-Hour)	$19.0	
812922	One-Hour Photofinishing	$14.0	
812930	Parking Lots and Garages	$35.5	
812990	All Other Personal Services	$7.0	
Subsector 813 – Religious, Grantmaking, Civic, Professional and Similar Organizations			
813110	Religious Organizations	$7.0	
813211	Grantmaking Foundations	$30.0	

813212	Voluntary Health Organizations	$25.5	
813219	Other Grantmaking and Giving Services	$35.5	
813311	Human Rights Organizations	$25.5	
813312	Environment, Conservation and Wildlife Organizations	$14.0	
813319	Other Social Advocacy Organizations	$7.0	
813410	Civic and Social Organizations	$7.0	
813910	Business Associations	$7.0	
813920	Professional Organizations	$14.0	
813930	Labor Unions and Similar Labor Organizations	$7.0	
813940	Political Organizations	$7.0	
813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)	$7.0	
Sector 92 – Public Administration[19]			
(Small business size standards are not established for this sector. Establishments in the Public Administration Sector are Federal, state, and local government agencies which administer and oversee government programs and activities that are not performed by private establishments.)			

FOOTNOTES

1. NAICS codes 221111, 221112, 221113, 221119, 221121, 221122 – A firm is small if, including its affiliates, it is primarily engaged in the generation, transmission, and/or distribution of electric energy for sale and its total electric output for the preceding fiscal year did not exceed 4 million megawatt hours.

2. NAICS code 237990 – Dredging: To be considered small for purposes of Government procurement, a firm must perform at least 40 percent of the volume dredged with its own equipment or equipment owned by another small dredging concern.

3. NAICS code 311421 – For purposes of Government procurement for food canning and preserving, the standard of 500 employees excludes agricultural labor as defined in section 3306(k) of the Internal Revenue Code, 26 U.S.C. 3306(k).

4. NAICS code 324110 – For purposes of Government procurement, the petroleum refiner must be a concern that has no more than 1,500 employees nor more than 125,000 barrels per calendar day total Operable Atmospheric Crude Oil Distillation capacity. Capacity includes owned or leased facilities as well as facilities under a processing agreement or an arrangement such as an exchange agreement or a throughput. The total product to be delivered under the contract must be at least 90 percent refined by the successful bidder from either crude oil or bona fide feedstocks.

5. NAICS code 326211 – For Government procurement, a firm is small for bidding on a contract for pneumatic tires within Census Classification codes 30111 and 30112, provided that:

    a) the value of tires within Census Classification codes 30111 and 30112 which it manufactured in the United States during the previous calendar year is more than 50 percent of the value of its total worldwide manufacture,

    b) the value of pneumatic tires within Census Classification codes 30111 and 30112 comprising its total worldwide manufacture during the preceding calendar year was less than 5 percent of the value of all such tires manufactured in the United States during that period, and

    c) the value of the principal product which it manufactured or otherwise produced, or sold worldwide during the preceding calendar year is less than 10 percent of the total value of such products manufactured or otherwise produced or sold in the United States during that period.

6. NAICS Subsectors 333, 334, 335 and 336 – For rebuilding machinery or equipment on a factory basis, or equivalent, use the NAICS code for a newly manufactured product. Concerns performing major rebuilding or overhaul activities do not necessarily have to meet the criteria for being a "manufacturer" although the activities may be classified under a manufacturing NAICS code. Ordinary repair services or preservation are not considered rebuilding.

7. NAICS code 336413 – Contracts for the rebuilding or overhaul of aircraft ground support equipment on a contract basis are classified under NAICS code 336413.

8. NAICS Codes 522110, 522120, 522130, 522190, 522210 and 522293 – A financial institution's assets are determined by averaging the assets reported on its four quarterly financial statements for the preceding year. "Assets" for the purposes of this size standard means the assets defined according to the Federal Financial Institutions Examination Council 034 call report form.

9. NAICS code 531190 – Leasing of building space to the Federal Government by Owners: For Government procurement, a size standard of $20.5 million in gross receipts applies to the owners of building space leased to the Federal Government. The standard does not apply to an agent.

10. NAICS codes 488510, 531210, 541810, 561510, 561520 and 561920 – As measured by total revenues, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received are included as revenue.

11. NAICS code 541711 and 541712 – For research and development contracts requiring the delivery of a manufactured product, the appropriate size standard is that of the manufacturing industry.

    a) "Research and Development" means laboratory or other physical research and development. It does not include economic, educational, engineering, operations, systems, or other nonphysical research; or computer programming, data processing, commercial and/or medical laboratory testing.

    b) For purposes of the Small Business Innovation Research (SBIR) program only, a different definition has been established by law. See section 121.701 of these regulations.

    c) "Research and Development" for guided missiles and space vehicles includes evaluations and simulation, and other services requiring thorough knowledge of complete missiles and spacecraft.

12. NAICS 561210 – Facilities Support Services:

    a) If one or more activities of Facilities Support Services as defined in paragraph (b) (below in this footnote) can be identified with a specific industry and that industry accounts for 50% or more of the value of an entire procurement, then the proper classification of the procurement is that of the specific industry, not Facilities Support Services.

    b) "Facilities Support Services" requires the performance of three or more separate activities in the areas of services or specialty trade contractors industries. If services are performed, these service activities must each be in a separate NAICS industry. If the procurement requires the use of specialty trade contractors (plumbing, painting, plastering, carpentry, etc.), all such specialty trade contractors activities are considered a single activity and classified as "Building

and Property Specialty Trade Services." Since "Building and Property Specialty Trade Services" is only one activity, two additional activities of separate NAICS industries are required for a procurement to be classified as "Facilities Support Services."

13. NAICS code 238990 – Building and Property Specialty Trade Services:

    If a procurement requires the use of multiple specialty trade contractors (i.e., plumbing, painting, plastering, carpentry, etc.), and no specialty trade accounts for 50% or more of the value of the procurement, all such specialty trade contractors activities are considered a single activity and classified as Building and Property Specialty Trade Services.

14. NAICS 562910 – Environmental Remediation Services:

    a) For SBA assistance as a small business concern in the industry of Environmental Remediation Services, other than for Government procurement, a concern must be engaged primarily in furnishing a range of services for the remediation of a contaminated environment to an acceptable condition including, but not limited to, preliminary assessment, site inspection, testing, remedial investigation, feasibility studies, remedial design, containment, remedial action, removal of contaminated materials, storage of contaminated materials and security and site closeouts. If one of such activities accounts for 50 percent or more of a concern's total revenues, employees, or other related factors, the concern's primary industry is that of the particular industry and not the Environmental Remediation Services Industry.

    b) For purposes of classifying a Government procurement as Environmental Remediation Services, the general purpose of the procurement must be to restore or directly support the restoration of a contaminated environment. This includes activities such as preliminary assessment, site inspection, testing, remedial investigation, feasibility studies, remedial design, remediation services, containment, and removal of contaminated materials or security and site closeouts. The general purpose of the procurement need not necessarily include remedial actions. Also, the procurement must be composed of activities in three or more separate industries with separate NAICS codes or, in some instances (*e.g.*, engineering), smaller sub-components of NAICS codes with separate and distinct size standards. These activities may include, but are not limited to, separate activities in industries such as: Heavy Construction; Special Trade Contractors; Engineering Services; Architectural Services; Management Consulting Services; Hazardous and Other Waster Collection; Remediation Services; Testing Laboratories; and Research and Development in the Physical, Engineering, and Life Sciences. If any activity in the procurement can be identified with a separate NAICS code, or component of a code with a separate distinct size standard, and that industry accounts for 50 percent or more of the value of the entire procurement, then the proper size standard is the one for that particular industry, and not the Environmental Remediation Service size standard.

15. Subsector 483 – Water Transportation - Offshore Marine Services: The applicable size standard shall be $28.0 million for firms furnishing specific transportation services to concerns engaged in offshore oil and/or natural gas exploration, drilling production, or marine research; such services encompass passenger and freight transportation, anchor handling, and related logistical services to and from the work site.

16. NAICS code 611519 – Job Corps Centers. For classifying a Federal procurement, the purpose of the solicitation must be for the management and operation of a U.S. Department of Labor Job Corps Center. The activities involved include admissions activities, life skills training, educational activities, comprehensive career preparation activities, career development activities, career transition activities, as well as the management and support functions and services needed to operate and maintain the facility. For SBA assistance as a small business concern, other than for Federal Government procurements, a concern must be primarily engaged in providing the services to operate and maintain Federal Job Corps Centers.

17. NAICS code 115310 – Support Activities for Forestry – Forest Fire Suppression and Fuels Management Services are two components of Support Activities for Forestry. Forest Fire Suppression includes establishments which provide services to fight forest fires. These firms usually have fire-fighting crews and equipment. Fuels Management Services firms provide services to clear land of hazardous materials that would fuel forest fires. The treatments used by these firms may include prescribed fire, mechanical removal, establishing fuel breaks, thinning, pruning, and piling.

18. NAICS code 541519 – An Information Technology Value Added Reseller provides a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant services. Significant value added services consist of, but are not limited to, configuration consulting and design, systems integration, installation of multi-vendor computer equipment, customization of hardware or software, training, product technical support, maintenance, and end user support. For purposes of Government procurement, an information technology procurement classified under this industry category must consist of at least 15% and not more than 50% of value added services as measured by the total price less the cost of information technology hardware, computer software, and profit. If the contract consists of less than 15% of value added services, then it must be classified under a NAICS manufacturing industry. If the contract consists of more than 50% of value added services, then it must be classified under the NAICS industry that best describes the predominate service of the procurement. To qualify as an Information Technology Value Added Reseller for purposes of SBA assistance, other than for Government procurement, a concern must be primarily engaged in providing information technology equipment and computer software and provide value added services which account for at least 15% of its receipts but not more than 50% of its receipts.

19. NAICS Sector 92 – Small business size standards are not established for this sector. Establishments in the Public Administration sector are Federal, State, and local government agencies which administer and oversee government programs and activities that are not performed by private establishments. Concerns performing operational

services for the administration of a government program are classified under the NAICS private sector industry based on the activities performed. Similarly, procurements for these types of services are classified under the NAICS private sector industry that best describes the activities to be performed. For example, if a government agency issues a procurement for law enforcement services, the requirement would be classified using one of the NAICS industry codes under NAICS industry 56161, Investigation, Guard, and Armored Car Services.

Contacts

SBA's Office of Government Contracting has six offices with an employee designated as a Size Specialist. Below are the office addresses and telephone numbers.

Area I
Office of Government Contracting
Boston Area Office
U.S. Small Business Administration
10 Causeway Street
Room 265
Boston, MA 02222-1093
Tel: (617) 565-5622

Area II
Office of Government Contracting
Philadelphia Area Office
U.S. Small Business Administration
Parkview Office Tower
1150 First Avenue, Suite 1001
King of Prussia, PA 19406
Tel: (610) 382-3190

Area III
Office of Government Contracting
Atlanta Area Office
U.S. Small Business Administration
233 Peachtree Street, NE
Suite 1805
Atlanta, GA 30303
Tel: (404) 331-7587

Area IV
Office of Government Contracting
Chicago Area Office
U.S. Small Business Administration
500 West Madison Street
Suite 1250
Chicago, IL 60661-2511
Tel: (312) 353-7674

Area V
Office Government Contracting
Dallas Area Office
U.S. Small Business Administration
4300 Amon Carter Boulevard,
Suite 116
Fort Worth, TX 76155
Tel: (817) 684-5301

Area VI
Office of Government Contracting
San Francisco Area Office
U.S. Small Business Administration
455 Market Street
6th Floor
San Francisco, CA 94105
Tel: (415) 744-8429

IN WASHINGTON, DC, THERE ARE TWO OFFICES THAT YOU MAY CONTACT

Office of Size Standards
U.S. Small Business Administration
409 3rd Street, SW
Washington, DC 20416
Tel: (202) 205-6618

Office of Contracting Assistance
U.S. Small Business Administration
409 3rd Street, SW
Washington, DC 20416
Tel: (202) 205-6460

CITY OF LINCOLN/STARTRAN
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Lincoln/StarTran**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Lincoln/StarTran**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CITY OF LINCOLN/STARTRAN
BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Star Tran's Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by Star Tran, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Star Tran and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Star Tran is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Star Tran or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

INSTRUCTIONS TO BIDDERS
CITY OF LINCOLN, NEBRASKA
E-Bid

1. BIDDING PROCEDURE

1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.

1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.

1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.

1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.

1.5 Bids received after the time and date established for receiving bids will be rejected.

1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.

1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.

1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.

1.7.3 Said document is available on the web site. http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

2. BID SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.

2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.

2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.

2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.

2.4 Bid security will be returned to the successful Bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.

2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.

2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:

2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.

3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. **CLARIFICATION OF BIDDING DOCUMENTS**

4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.

4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.

4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. **ADDENDA**

5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.

5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. **INDEPENDENT PRICE DETERMINATION**

6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. **ANTI-LOBBYING PROVISION**

7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. **BRAND NAMES**

8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.

8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.

8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. **DEMONSTRATIONS/SAMPLES**

9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

9.2 Such demonstration can be at the City delivery location or a surrounding community.

9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. **DELIVERY (Non-Construction)**

10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.

10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.

10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.

10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES AND GUARANTEES

11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.

11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

12.2 Material delivered under this proposal shall remain the property of the Bidder until:
- 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.

12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.

12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.

12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.

13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.

13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.

13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. In that regard, every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

_____ a. **PURCHASE ORDER,** unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

__X__ b. **CONTRACT,** unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 Materials, supplies, labor & service used for the Water Division of the City of Lincoln are taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The winning bidder shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.