

12R-149

**CONTRACT DOCUMENTS  
STARTRAN**

***City of Lincoln  
Nebraska***

**Elevator Maintenance, Service and  
Testing - StarTran  
Bid No. 3981**

**Eletech, Inc.  
8810 Blondo Street  
Omaha, NE 68134  
402-474-4445**

**City of Lincoln, Nebraska  
StarTran  
Contract Agreement**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Eletech, Inc., 8810 Blondo Street, Omaha, NE 68134** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

**Elevator Maintenance, Service and Testing - StarTran, Bid No. 3981**

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 Response, 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 have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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, construct, 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.**

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:

**The City will pay for products/services, 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. Payment to be made on a quarterly basis.**

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. GUARANTEE: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.
- 6a. TERMINATION FOR CAUSE
- a) The City may terminate the Contract if the Contractor:
    - 1. Refuses or fails to supply enough properly skilled workers or proper materials;
    - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
    - 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
    - 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
  - b) When any of the above reasons exist, the City without prejudice to any other rights or remedies of the City may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the City may (subject to any prior rights of the surety):
    - 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
    - 2. Accept assignment of subcontracts; and
    - 3. Finish the Work by whatever reasonable method the City may deem expedient.
  - c) If the Contract is terminated by City as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.
  - d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.
  - e) 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 has been issued for the convenience of the City.
  - f) No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

6b. TERMINATION BY THE CITY FOR CONVENIENCE

- a) The City may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
  1. Discontinue the Work to the extent specified by the City;
  2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the City has directed not to be discontinued;
  3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City of all orders and subcontracts not related to that portion of the Work, if any, the City has directed not to be discontinued;
  4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, the City shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the City. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the City may direct the Contractor to deliver such goods to the Site or to such other place as the City may reasonably determine, whereupon the City shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, City shall pay to Contractor the sum of the following:
  1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
  2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
  3. Any proven losses with respect to materials and equipment directly resulting from such termination.
  4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. 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.

8. This Contract shall be effective June 9, 2012. The term of the Contract shall be a four (4) year period running through June 8, 2016 with the option to renew for one (1) additional four (4) year period upon mutual agreement by all parties.

9. 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 Agreements
2. Accepted Proposal
3. Addendum No. 1
4. Specifications
5. Federal Documentation
6. Instructions to Bidders
7. Insurance Requirements
8. Employee Classification Act, Executive Order 83319
9. Employee Classification Act Affidavit
10. Bonds
11. Sales Tax Exemption Form 17
12. Notice to Bidders

\* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

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 by these presents 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 OF LINCOLN, NEBRASKA

City Clerk

Mayor

**Approved by:**

Resolution No. \_\_\_\_\_

Dated \_\_\_\_\_

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

ATTEST:

*Mike Hoover*

(SEAL)

Secretary

*ELETECH INC.*

Name of Corporation

*8810 BLONDU OMAHA NE 68134*

Address

By:

Duly 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

## COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

### A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond  
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

### B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

To accompany the Construction Performance Bond (EJCDC No.1910-28A) and the Construction Payment Bond (EJCDC No. 1910-28B)  
Prepared by the Engineers' Joint Contract Documents Committee

CONSTRUCTION PERFORMANCE BOND No. 108165

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Eletech, Inc.  
8810 Blondo Street  
Omaha, NE 68134

SURETY (Name and Principal  
Place of Business):

Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501

Owner (Name and Address):

City of Lincoln  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: 05/08/12  
Amount: \$4,640.00

Description (Name and Location):

For all labor, material and equipment necessary for Elevator Maintenance, Service and Testing - StarTran, Bid. No. 3981

BOND

Date: 05/08/12  
Amount: \$4,640.00  
Modifications to this Bond Form: None

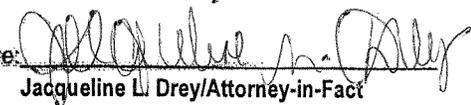
CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)  
Eletech, Inc.  
8810 Blondo Street  
Omaha, NE 68134

SURETY

Company: (Corp. Seal)  
Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501

Signature:   
Name and Title: Name and Title:

Signature:   
Name and Title: Jacqueline L. Drey/Attorney-in-Fact

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND No. 108165

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Elitech, Inc.  
8810 Blondo Street  
Omaha, NE 68134

SURETY (Name and Principal Place  
Of Business):

Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501

Owner (Name and Address):

City of Lincoln  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: 05/08/12  
Amount: \$4,640.00

Description (Name and Location):

For all labor, material and equipment necessary for Elevator Maintenance, Service and Testing - StarTran, Bid No. 3981

BOND

Date: 05/08/12  
Amount: \$4,640.00

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)  
Elitech, Inc.  
8810 Blondo Street  
Omaha, NE 68134

SURETY

Company: (Corp. Seal)  
Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501

Signature:

PRESIDENT

Name and Title:

Signature:

Name and Title:

Jacqueline L. Drey/Attorney-in-Fact

EJCDC NO. 1910-285 (1964 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim, stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond,
 

By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived; to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)

AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the UNIVERSAL SURETY COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time." does hereby make, constitute and appoint

Jacqueline L. Drey or Ronald R. Allison or Kevin J. Stenger  
or Sherri F. Pallas, Omaha, Nebraska or Leo D. Allison, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the UNIVERSAL SURETY COMPANY, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, UNIVERSAL SURETY COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 15th day of June, 20 11.

UNIVERSAL SURETY COMPANY

Secretary/Treasurer

By

President



State of Nebraska

ss.

County of Lancaster

On this 15th day of June, 20 11, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the UNIVERSAL SURETY COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.



My Commission Expires February 16, 2014.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of UNIVERSAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNIVERSAL SURETY COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 8th day of May, 20 12.

Assistant Secretary



Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 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 furnish a certified statement to be attached to the contract 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.

Pursuant to Neb. Rev. Stat. § 77-1323, I, MIKE CIMINO, do hereby certify that all equipment to be used on Bid No. 3981, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in DOUGLAS County, Nebraska.

DATED this 23 day of MAY, 2012.

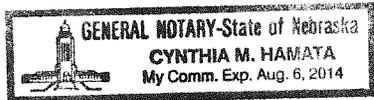
By: Mike Cimino  
Title: PRESIDENT

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas )

On 5/23/, 2012, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came MIKE CIMINO, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



Cynthia M. Hamata  
Notary Public

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Deb Winkler Systems Administrator	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	StarTran 710 J St. Lincoln, NE 68508
Email	dwinkler@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent Purchasing	Contact	
Phone	1 (402) 441-7410	Department		Department	
Fax	1 (402) 441-6513	Building		Building	
Bid Number	3981 Addendum 1	Floor/Room	Suite 200	Floor/Room	
Title	Elevator Maintenance, Service and Testing - StarTran	Telephone	1 (402) 441-8309	Telephone	
Bid Type	Quote	Fax	1 (402) 441-6513	Fax	
Issue Date	04/19/2012	Email	rwalla@lincoln.ne.gov	Email	
Close Date	5/2/2012 2:00:00 PM CST				
Need by Date					

## Supplier Information

Company Eletech, Inc.  
 Address 8810 Blondo Street  
 Omaha, NE 68134  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 474-4445  
 Fax 1 (402) 339-7484  
 Email  
 Submitted 5/2/2012 1:39:54 PM CST  
 Total \$4,640.00

Signature \_\_\_\_\_

## Supplier Notes

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## Bid Notes

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## Bid Activities

Date	Name	Description
4/25/2012 9:00:00 AM	Prebid Meeting - 710 J Street, Lincoln NE	Vendors are encouraged to attend a prebid meeting on this date to view the elevator which will be serviced.

## Bid Messages

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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:	Mike Cimino
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 City. 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 (4) four year term from the date of the executed contract with the option for (1) one additional (4) four 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 _____	Bid Price is firm for the first four year term.
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	We are a small business as outlined in the NAICS guidelines.We will not be using sub-contractors.

provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO<br> 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 DBE Information	<p>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.&lt;br&gt;</p> <p>Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?&lt;br&gt; If YES, name the state or entity.&lt;br&gt;</p> <p>What is the age of your business?&lt;br&gt;</p> <p>What are the annual gross receipts of your business - List One:&lt;br&gt;</p> <p>\$0 - \$500,000.00&lt;br&gt;</p> <p>\$500,000.00 - \$1 Million&lt;br&gt;</p> <p>\$1 Million - \$5 Million&lt;br&gt;</p> <p>Over \$5 Million&lt;br&gt;</p>	We are not a DBE contractor.
12 Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
13 Renewal is an Option	Contract Extension Renewal is an option.	Yes
14 Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
15 Emergency Response - Normal Business Hours	How many minutes will it take for your staff to respond to an emergency request at this location during normal business hours?	30 minutes or less.
16 Contractor Contact Person	Who will department report their service issues to in your company?	Leanne Reigal
17 Hourly Service Rate	List the hourly rate for service that is covered under the monthly price listed in the Line Items and will be charged for additional work as needed. Price must include all direct and indirect expenses related to the completion of the contract requirements.	115.00 dollars per man hour during normal working hours.
18 Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
19 Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
20 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: Attached Addendum No. 1.	Yes



# Annual Requirements Elevator Maintenance, Service & Testing STARTRAN

## 1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified firms, here in after referred to as Contractor(s) for providing Elevator Maintenance, Service and Testing at the StarTran Office located at 710 J Street, Lincoln, NE.
- 1.2 The service shall include all labor, supervision, materials, chemicals, set-up and rigging, tools, supplies, permits and licenses required to perform the service.
- 1.3 Preference for award will be given to the Contractors whose bid substantially meet all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 Initial term of contract shall be for the period of (4) four years from date of execution with the option to renew for (1) one additional (4) four year period.
  - 1.4.1 The contract will commence 30 days from date of award notification.
- 1.5 The Owners will award the contract to one contractor who is the lowest, responsible, responsive bidder and whose bid will be most advantageous to the Owners.
- 1.6 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved, caused by building remodeling, etc.
  - 1.6.1 Such adjustments must be made in the form of a written contract amendment signed by both the Contractor and the Owners.
- 1.7 Any deviation from these specifications must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.
- 1.8 Contractor must submit their bid and all attachments via the City/County e-bid system.
  - 1.8.1 To submit a bid, Contractor must be a registered vendor with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.8.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov) type e-bid in search box click on "supplier registration" follow instructions to completion.
- 1.9 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) Or Fax: (402)441-6513.
  - 1.9.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addenda.
  - 1.9.2 All inquiries must be submitted to Purchasing Office 5 days prior to the bid opening.
  - 1.9.3 Contractors are not allowed to discuss this Proposal with any City, County or Public Building Commission employee or elected official other than the City/County Purchasing Staff through the award process.
    - 1.9.3.1 Failure to follow this requirement may result in immediate disqualification of your Proposal.
- 1.10 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
- 1.11 A performance bond in the full amount of the contract will be required at time of contract award to be in effect for the term of the contract.
- 1.12 Due to the various requirements and budget consideration each year, the Owners reserve the right to reduce or add services, service frequency or any other changes deemed necessary to maintain the elevators at a safe and economical level within the parameters of these specifications.
  - 1.12.1 Any changes must be made using a contract amendment, signed by both parties with all FTA requirements followed throughout the process.
- 1.13 Contractor Staff must wear a company uniform that clearly states the company name and name of individual.
- 1.14 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.15 The City receives funding from the Federal Government for the operation of their program.
  - 1.15.1 Vendors must read, acknowledge and follow the requirements of the Federal

- guidelines attached to the bid.
- 1.15.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.16 The Owners prefer a contract that is firm/fixed for the initial term of the contract (4 years).
  - 1.16.1 At a minimum, prices listed must remain firm for a minimum of 2 years from date of execution.
  - 1.16.1 Contractor must indicate their intent to increase their fees during contract period.

**2. PRE-BID/SITE VISIT**

- 2.1 A pre-bid meeting for prospective bidders will be held Wednesday, April 25, 2012 beginning at 9:00 a.m. at the StarTran Office, 710 J Street, Lincoln, Nebraska.
  - 2.1.1 Bidders are encouraged to attend the pre-bid meeting to acquaint themselves with the site conditions.
  - 2.1.2 No other date or time will be available for site visit.

**3. CONTRACTOR INSURANCE**

- 3.1 The **successful** contractor shall furnish the Owners with a Certificate of Insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" at time of award.
- 3.2 All certificates of insurance shall be filed with the Owners on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
  - 3.2.1 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide City of Lincoln thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

**4. NO USE OF TOBACCO PRODUCTS**

- 4.1 The Owners do not allow smoking or the use of any tobacco products within it's facilities and on any property surrounding it's facilities.
- 4.2 This ban applies to contractors and sub-contractors and their employees.

**5. NO ALCOHOLIC BEVERAGES/ILLCIT DRUGS**

- 5.1 The use or possession of alcoholic beverages or illicit drugs will not be permitted on the Owners property.
  - 5.1.1 Any Contract Employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
    - 5.1.1.1 The Contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use of alcohol or drugs.

**6. QUALIFICATIONS OF THE BIDDER**

- 6.1 The Owners may investigate as deemed necessary to determine the ability of the bidders to perform the required work, and the bidder shall furnish to the Owners all such

- information and data for this purpose.
- 6.2 No bidder will be considered who is not at the present time actively engaged in the performance of Elevator Maintenance and Services and who cannot clearly demonstrate to the satisfaction of the Owners his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
  - 6.3 Bidder shall provide at least three current references in the City of Lincoln for other customers or firms who have similar needs to the Owners.
    - 6.3.2 Information regarding current and past customers and references will be a consideration in the award of this contract.
  - 6.4 Contractors must have at least (1) one full time Elevator Service Technician residing permanently in the City of Lincoln or within 15 miles of the City Limits.
    - 6.4.1 Contractor will provide a list of Service Technicians that will service our accounts.
  - 6.5 Contractor must have staff available to respond to emergency service requests.
    - 6.5.1 Contractor must provide the amount of time it will take to respond to an emergency service request in the Attribute section of the bid.
    - 6.5.2 Emergency entrapment service must be performed within 30 minutes.

## **7. TERMINATION of CONTRACT**

- 7.1 For Convenience
  - 7.1.1 The Owners may cancel this contract with a thirty (30) day written notice of termination.
- 7.2 For cause:
  - 7.2.1 The City of Lincoln may terminate the Contract with a thirty (30) day written notice if the Contractor:
    - 7.2.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Elevator Maintenance and Service as requested.
    - 7.2.1.2 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.
    - 7.2.1.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
    - 7.2.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
    - 7.2.1.5 Otherwise commits a substantial breach of any provision of the Contract Document.
  - 7.2.2 Non-compliance
    - 7.2.2.1 The Owners will evaluate evidence of non-compliance presented by Owners Staff.
      - 7.2.2.1.1 A determination at that time will be made as to whether a Warning Notice (minor offences) or an Infringement Notice (more serious offences) is the most appropriate action.
      - 7.2.2.1.2 A variety of factors are considered for their effect on the Elevator Maintenance and Service contract, including but not limited to:
        - 7.2.2.1.2.1 Failure to report safety issues.
        - 7.2.2.1.2.2 Failure to repair or replace minor parts which would require extensive repairs or replacement of elevator or major parts in the future.
      - 7.2.2.1.3 Warning Notice
        - 7.2.2.1.3.1 A written Warning Notice will outline, the offense observed, the corrective action required and date corrective action must be taken.
        - 7.2.2.1.3.2 Warning Notice must be signed and returned to City of Lincoln Purchasing Agent.

- 7.2.2.1.3.3 Failure to do so may result in an Infringement Notice.
- 7.2.2.1.4 Infringement Notice
  - 7.2.2.1.4.1 An Infringement Notice will be issued in writing and will outline, the relevant infringement offense, the corrective action required and date corrective action must be taken and the assessed fee amount.
  - 7.2.2.1.4.2 Assessed fee amount will be \$100.00 per occurrence.
  - 7.2.2.1.4.3 Assessed fee will be deducted from the monthly invoice.
- 7.2.2.2 While an Infringement Notice may follow from an unresolved Warning Notice, there are no requirements to give a Warning Notice first.

**8. PROVIDED BY THE OWNERS**

- 8.1 There is no reserved parking space available at the Owners location.
  - 8.1.1 Contractor will need to park vehicles on the street or as directed by Staff.
- 8.2 When requested by the Contractor, the Owners will provide drawings and specifications for the elevator as they are available.
  - 8.2.1 The Contractor will keep these documents at the work site at all times.
  - 8.2.2 When the contract expires, or is terminated, these documents must remain at the location.
    - 8.2.2.1 In the event the Contractor removes the plans, documents or instructions from any location, following contract completion or termination, the Contractor will be charged up to \$500.00 for the replacement of such documents.

**9. PROVIDED BY THE VENDOR**

- 9.1 The Contractor will provide all labor, supplies, materials, major and minor repair or replacement parts, tools and equipment which includes diagnostic tools and equipment necessary to perform the work specified in this contract efficiently.
  - 9.1.1 The Contractor shall determine the appropriate stock levels needed in each building.
  - 9.1.2 The Contractor must outline the type of supplies, materials, parts, tools and equipment it will supply at each location as part of this contract.
    - 9.1.2.1 Contractor shall type this information on company letterhead and attach such information to the Supplier Response section of the ebid response.
- 9.2 The Contractor will provide a stock of approved containers for storing used wiping towels in each machine room.
- 9.3 All parts replaced under the provisions of this contract shall be from the original equipment manufacturer, manufactured to OEM specifications, or shall be replacement parts approved and/or recommended by the equipment manufacturer.
  - 9.3.1 **Vendor is prohibited from charging a percentage over cost for materials.**
  - 9.3.2 Any profit or overhead cost must be included in cost of service.
- 9.4 Supply the City the MSDS sheet for all chemicals being used to maintain the elevators.

**10. COMMUNICATION AND SUPERVISION**

- 10.1 The Contractor shall assign a Supervisor or person of authority to coordinate all work performed at the Owners location.
- 10.2 The Owners shall have a single contact person for all service calls, billing questions or other activities.
- 10.3 At the request of the Owners, reviews and inspections will be made by a Representative

- of the Contractor, together with a designated Owner representative to determine if services are being performed as required by the established specifications.
- 10.4 The Vendor will report to the Owner faulty or improper conditions, which might need uncovered repairs or other attention.
- 10.4.1 Such reports shall be in written form and are to be received by the Owners within 24 hours of the time at which they are observed.
- 10.4.2 UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR COMPLETE WORK THAT IS NOT COVERED UNDER THESE CONTRACT TERMS WITHOUT PROVIDING A COMPLETE ESTIMATE INCLUDING THE FOLLOWING:
- A. LOCATION OF ELEVATOR AND ELEVATOR NUMBER
  - B. PARTS TO BE REPLACED
  - C. EXACT PRICE FOR PARTS
  - D. EXACT PRICE FOR LABOR
  - E. DATE THAT WORK WILL BE COMPLETED
  - F. SIGNATURE AND DATE OF PERSON PROVIDING QUOTE
  - G. SIGNATURE AND DATE OF OWNER REPRESENTATIVE THAT THEY ACCEPT THE QUOTE AND APPROVE OF REPAIR.
  - H. SIGNATURE AND DATE OF PERSON WHO COMPLETES WORK
  - I. SIGNATURE AND DATE FROM OWNER REPRESENTATIVE ON DATE THAT WORK IS COMPLETE.
- 10.4.2 Immediate, verbal notification in the form of a telephone call to the Owner's Building Director or Designee is required in all instances in which there is potential for personal injury or damage to the Owners facilities, equipment or materials.
- 10.5 After the contract has been awarded, the Contractor shall direct any questions or complaints to the Owners Building Manager or Designee.

**11. SCHEDULE**

- 11.1 Contractor shall become familiar with the Owners hours of operation and scheduled holiday closings that are made available on the City/County website.
- 11.2 All scheduled service work shall be accomplished during normal working hours 7:00am to 5:00pm Monday thru Friday, unless other mutual satisfactory arrangements have been approved by the Owners.
- 11.2.1 At no time will the Contractor charge overtime and/or holiday rates for scheduled service work without prior approval of the Owner.
- 11.3 The Contractor is not required to provide an on-site elevator mechanic for a specified duty hour; however, the Vendor shall provide qualified elevator mechanics, work crews, and Supervisory Personnel as may be required to fully meet the contract.

**12. SAFETY GUIDELINES**

- 12.1 All safety gear and support equipment shall meet or exceed all required State, Local and OSHA safety regulations and born by the Contractor.

**13. INVOICE/PAYMENT**

- 13.1 Contractor must sign the work ticket at the completion of the service, testing, repair or maintenance operations AND have an Owner Representative sign and date as well.
- 13.1.1 Failure to get an Owner Rep signature and date will result in delay of payment or

non-payment to Contractor.

13.2 Invoices must be received by the Owner prior to the last day of the month to ensure payment the following month.

13.2.1 Payment will not be made until such time as services are actually rendered.

14. **MAINTENANCE COVERAGE - HYDRAULIC ELEVATORS**

14.1 Contractor will systematically examine, maintain, adjust and lubricate the equipment described in these Specifications, Attachment A and in the Line Items.

14.1.1 In addition, unless specifically excluded elsewhere, the Contractor will repair or replace the following if the repair or replacement is, in the Contractor's judgment, necessitated by normal wear and tear:

14.2 RELAY LOGIC CONTROL SYSTEM

14.2.1 All control system components.

14.3 POWER UNIT

14.3.1 Pump, motor, valves and all related parts and accessories.

14.4 HYDRAULIC SYSTEM ACCESSORIES

14.4.1 Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

14.5 CAR EQUIPMENT

14.5.1 All elevator control system components on the car.

14.6 WIRING

14.6.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

14.7 HOISTWAY AND PIT EQUIPMENT

14.7.1 All elevator control equipment and buffers.

14.8 RAILS AND GUIDES

14.8.1 Guide rails, guide shoe gibs, and rollers

14.9 DOOR EQUIPMENT

14.9.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

14.10 SIGNALS AND ACCESSORIES

14.10.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment.

14.10.2 Re-lamping of signal fixtures is to be included only during Contractor's systematic examinations.

14.10.3 Service requests related to re-lamping of signal fixtures will be considered billable.

15. **MAINTENANCE COVERAGE - TRACTION ELEVATOR**

15.1 Contractor will systematically examine, maintain, adjust and lubricate the equipment described in these Specifications, Attachment A and in the Line Items.

15.1.1 In addition, unless specifically excluded elsewhere, the Contractor will repair or

replace the following if the repair or replacement is, in the Contractor's judgment, necessitated by normal wear and tear:

- 15.2 RELAY LOGIC CONTROL SYSTEM
  - 15.2.1 All control system components.
- 15.3 WIRING
  - 15.3.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 15.4 CAR EQUIPMENT
  - 15.4.1 All elevator control system components on the car.
- 15.5 HOISTWAY AND PIT EQUIPMENT
  - 15.5.1 All elevator control equipment, car and counter weight buffers, overs-peed governors, governor tension sheave assemblies, and car and counterweight safeties.
- 15.6 RAILS AND GUIDES
  - 15.6.1 Guide rails, guide shoe gibs and rollers.
- 15.7 HOIST ROPES
  - 15.7.1 Hoist ropes will be properly lubricated and adjusted for equalized tension.
- 15.8 DOOR EQUIPMENT
  - 15.8.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- 15.9 SIGNALS AND ACCESSORIES
  - 15.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
  - 15.9.2 Re-lamping of signal fixtures is included only during Contractor's systematic examinations.
  - 15.9.3 Service requests related to re-lamping of signal fixtures will be considered billable.

**16. HOURS OF SERVICE**

- 16.1 All work covered under this agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

**17. SERVICE REQUESTS (CALL BACKS)**

- 17.1 In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.
  - 17.1.1 Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond Contractor's Control.
  - 17.1.2 Service request that require more than one technician or more than two hours to complete may be scheduled as a repair during the regular hours of service depending on the extent of repair and not just the opinion of the Contractor.
- 17.2 If Owner should require, at any time, service requests (unless included above) to be made

on overtime, Owner will be charged only for the difference between Contractor's regular hourly billing rate and Contractor's overtime billing rate applicable for each overtime hour worked.

**18. TESTS**

**18.1 HYDRAULIC ELEVATOR**

18.1.1 A pressure relief test and a yearly leakage test is included as part of the pricing listed in the Line Items.

**18.2 TRACTION ELEVATOR**

18.2.1 An annual no load test is included as part of the pricing listed in the Line Items.

**19. EXCLUSIONS**

19.1 Contractor assumes no responsibility for the following items or services, which are excluded from the Agreement:

**19.2 GENERAL**

19.2.1 Contractor shall not be obligated to:

19.2.1.1 Perform safety tests other than those specified herein.

19.2.1.2 Install new attachments or make equipment changes or adjustments required by new or retroactive code changes.

19.2.1.3 Perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement.

19.2.1.4 Make repairs necessitated by fluctuations in the building AC power systems, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel.

19.2.1.5 Repair or replace parts damaged by negligence caused by Owner, misuse or any other cause beyond its control.

**19.3 OBSOLESCENCE**

19.3.1 Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design.

19.3.1.1 No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price.

19.3.2 Obsolete items and the labor to replace them will be at the Owner's expense.

19.3.3 Any modifications to existing equipment necessary to accommodate replacement components will also be at the Owner's expense.

19.3.4 Contractor will not be required to furnish reconditioned or used parts unless requested by Owner.

19.3.5 Once upgraded by Contractor, obsolete items will be covered under this Agreement.

**19.4 ELEVATOR**

19.4.1 Refinishing, repairing, replacing or cleaning of car enclosure, motor generators and machines, telephones or communication devices, fans, computer monitoring systems, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring,

power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping.

19.4.2 Contractor shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

**20. VENDOR CALL CENTER REQUIREMENTS**

- 20.1 Selected Contractor must include the cost of monitoring the call system in each elevator and receive calls on a 24 hour, 7 day basis at a Call Center operated by the Contractor.
- 20.2 Contractor shall have the capability of dispatching a technician and/or emergency personnel immediately upon receiving a call from the elevator call system.

**21. OWNER ASSURANCES**

- 21.1 Owner agrees to:
  - 21.1.1 Be solely liable for the proper use of the equipment.
  - 21.1.2 Furnish Contractor with a list of authorized personnel responsible for building operations.
  - 21.1.3 Provide Contractor with a complete set of as-built wiring diagrams as they are available.
  - 21.1.4 Shut down the equipment and notify Contractor if the equipment is not functioning properly.
  - 21.1.5 Notify Contractor of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days).
  - 21.1.6 Perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein.
  - 21.1.7 Provide a safe workplace for Contractor personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris.
  - 21.1.8 Remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations which was not deposited or caused by Contractor.
  - 21.1.9 Post any and all instructions and warnings related to the use of the equipment.
- 21.2 To ensure safe and consistent service and operation of the equipment, the Owner shall not permit anyone other than the Contractor to perform work covered under this Agreement.
- 21.3 Contractor shall be allowed to provide a price and negotiate for all work outside this Agreement.
  - 21.3.1 If the Contractor is not selected to perform said work, the Contractor reserves the right to inspect the work at the Owner's cost and exclude such work from the service Agreement.
  - 21.3.2 Price may also be adjusted if the equipment is modified.

**22. NON-CONTRACTOR EQUIPMENT**

- 22.1 The Owner agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by the Contractor.
  - 22.1.1 The Contractor agrees to reimburse the Owner for the cost of all parts acquired at the Contractor's request.
- 22.2 The Owner authorizes the Contractor to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip.
  - 22.3.1 These will be stored on the building premises and the Owner retains possession.
- 22.3 Owner agrees that the Contractor will not be responsible for any delays, damage, cost or claims associated with the failure to provide such diagnostic tools in a timely manner.
- 22.4 The Contractor agrees to maintain the existing performance as designed and installed.
  - 22.4.1 The Contractor shall not be required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

**23. STANDARD (EXAM & LUBE COVERAGE) - HYDRAULIC ELEVATORS**

**23.1 PERFORMANCE**

- 23.1.1 Contractor will provide the labor to systematically examine and/or lubricate the equipment outlined below.
- 23.1.2 All lubricants, greases, and wiping cloths will be provided.
- 23.1.3 Should the Contractor examination uncover items, which, in the Contractor's judgment, require replacement and/or repair, a separate proposal may be prepared for the Owner's authorization.
  - 23.1.3.1 However, no guarantee is made that any or all items have been or will be found.

**23.2 HYDRAULIC ELEVATORS**

**23.2.1 RELAY LOGIC CONTROL SYSTEM**

- 23.2.1.1 All control system components.

**23.2.2 POWER UNIT**

- 23.2.2.1 Valves, pump, motor, and all related parts and accessories.

**23.2.3 HYDRAULIC SYSTEM ACCESSORIES**

- 23.2.3.1 Exposed piping, fittings, and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

**23.2.4 CAR EQUIPMENT**

- 23.2.4.1 All elevator control system components on the car.

**23.2.5 WIRING**

- 23.2.5.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

**23.2.6 HOISTWAY AND PIT EQUIPMENT**

- 23.2.6.1 All elevator control equipment and buffers.

**23.2.7 RAILS AND GUIDES**

- 23.2.7.1 Guide rails, guide shoe gibs, and rollers.

**23.2.8 DOOR EQUIPMENT**

- 23.2.8.1 Automatic door operators, hoistway and car door hangers, hoistway and door contacts, door protective devices, hoistway door interlocks, door gibs, , and auxiliary door closing devices.
- 23.2.9 SIGNALS AND ACCESSORIES
  - 23.2.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- 23.2.10 LUBRICANTS
  - 23.2.10.1 Contractor will use lubricants compounded under OEM's specifications or equal.

**24. STANDARD (EXAM & LUBE COVERAGE) - TRACTION ELEVATORS**

- 24.1 RELAY LOGIC CONTROL SYSTEM
  - 24.1.1 All control system components.
  - 24.1.2 Contractor First Service technicians will be equipped with necessary solid state field diagnostic and service tools.
- 24.2 GEARED/GEARLESS MACHINES
  - 24.2.1 All geared and gearless machine components
- 24.3 WIRING
  - 24.3.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 24.4 CAR EQUIPMENT
  - 24.4.1 All elevator control system components on the car.
- 24.5 HOISTWAY AND PIT EQUIPMENT
  - 24.5.1 All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.
- 24.6 RAILS AND GUIDES
  - 24.6.1 Guide rails, guide shoe gibs and rollers.
- 24.7 HOIST ROPES
  - 24.7.1 Hoist ropes will be properly lubricated and adjusted for equalized tension.
- 24.8 DOOR EQUIPMENT
  - 24.8.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- 24.9 SIGNALS AND ACCESSORIES
  - 24.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment, and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- 24.10 LUBRICANTS
  - 24.10.1 Contractor will use lubricants compounded under OEM's specifications or equal.

**25. EXAM FREQUENCY**

- 25.1 Four (4) examinations per contract year are covered in this agreement.

26. **TESTS**

- 26.1 Contractor will perform tests on the following equipment:
  - 26.1.1 HYDRAULIC ELEVATOR
    - 26.1.1.1 A pressure relief test and a yearly leakage test.
  - 26.1.2 TRACTION ELEVATOR
    - 26.1.1.2 An annual no load test.
- 26.2 Contractor is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from these test(s).

27. **EXCLUSIONS**

- 27.1 This agreement does not include hydraulic fluids
- 27.2 No labor, parts, or supplies, except those specified herein, will be furnished under this agreement.
- 27.3 Contractor shall not be obligated to:
  - 27.3.1 Perform safety tests other than those specified herein.
  - 27.3.2 Install new attachments or make equipment changes, repairs or adjustments, correct outstanding violations or deficiencies.

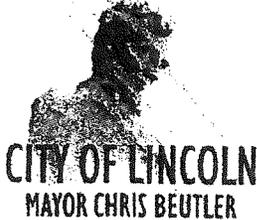
28. **REMOTE MONITORING**

- 28.1 If the unit is equipped with remote monitoring capabilities, the Contractor reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of the equipment.

29. **EVALUATION CRITERIA**

- 29.1 Evaluation of bids will consist of the following:
  - 29.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.
  - 29.1.2 Ability to provide service as required in this Specification.
  - 29.1.3 Minimum number of Service Technicians as required and listed in these Specifications.
  - 29.1.4 Deviations from these Specifications.
  - 29.1.5 Price discounts or "Value-Added" services that will be of a benefit to the Owners.
  - 29.1.6 References
  - 29.1.7 Previous performance at locations operated by Owners.

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7-26-10/law/tb



**CITY OF LINCOLN  
EXECUTIVE ORDER**

NO. 083319

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 Immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.

(3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,

workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

(5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

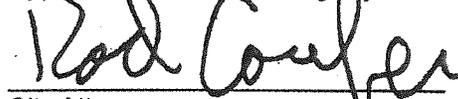
(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or city contractual requirements.

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July, 2010.

  
Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

  
City Attorney

**EMPLOYEE CLASSIFICATION ACT AFFIDAVIT**

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, \_\_\_\_\_, herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb Rev Stat 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
- 6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: \_\_\_\_\_  
(First, Middle, Last)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Nebraska            )  
  ) ss.  
County of \_\_\_\_\_ )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**Addendum #1**  
**Elevator Maintenance, Service and Testing**  
**StarTran**  
**Bid No. 3981**

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:

1. **Line Item No. 2 for Five Year Full Load Test has been deleted from the bid.**

All other terms and conditions shall remain unchanged.

Dated this 24th day of April, 2012.

Bob Walla  
Asst. Purchasing Agent

**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
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>I Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on state pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 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

# City of Lincoln - Bid Protest Procedures

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(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

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Cont'd bid protest

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 complete 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 contract 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](mailto:sizestandards@sba.gov) or by phone at (202) 205-6618.

NAICS Codes	NAICS U.S. industry title	Size standards in millions of dollars	Size standards in number of employees
<b>Sector 11 – Agriculture, Forestry, Fishing and Hunting</b>			
<b>Subsector 111 – Crop Production</b>			
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	
<b>Subsector 112 – Animal Production</b>			
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	
<b>Subsector 113 – Forestry and Logging</b>			
113110	Timber Tract Operations	\$7.0	
113210	Forest Nurseries and Gathering of Forest Products	\$7.0	
113310	Logging		500
<b>Subsector 114 – Fishing, Hunting and Trapping</b>			
114111	Finfish Fishing	\$4.0	
114112	Shellfish Fishing	\$4.0	
114119	Other Marine Fishing	\$4.0	
114210	Hunting and Trapping	\$4.0	
<b>Subsector 115 – Support Activities for Agriculture and Forestry</b>			
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	
<i>Except,</i>	Forest Fire Suppression <sup>17</sup>	<sup>17</sup> \$17.5	
<i>Except,</i>	Fuels Management Services <sup>17</sup>	<sup>17</sup> \$17.5	

<b>Sector 21 – Mining, Quarrying, and Oil and Gas Extraction</b>			
<b>Subsector 211 – Oil and Gas Extraction</b>			
211111	Crude Petroleum and Natural Gas Extraction		500
211112	Natural Gas Liquid Extraction		500
<b>Subsector 212 – Mining (except Oil and Gas)</b>			
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
<b>Subsector 213 – Support Activities for Mining</b>			
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	
<b>Sector 22 – Utilities</b>			
<b>Subsector 221 – Utilities</b>			
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	
<b>Sector 23 – Construction</b>			
<b>Subsector 236 – Construction of Buildings</b>			
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	
<b>Subsector 237 – Heavy and Civil Engineering Construction</b>			
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	
<i>Except,</i>	Dredging and Surface Cleanup Activities <sup>2</sup>	\$20.0 <sup>2</sup>	
<b>Subsector 238 – Specialty Trade Contractors</b>			
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 <sup>13</sup>	\$14.0 <sup>13</sup>	
<b>Sector 31 – 33 – Manufacturing</b>			
<b>Subsector 311 – Food Manufacturing</b>			
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 <sup>3</sup>		500 <sup>3</sup>
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
<b>Subsector 312 – Beverage and Tobacco Product Manufacturing</b>			
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

<b>Subsector 313 – Textile Mills</b>			
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
<b>Subsector 314 – Textile Product Mills</b>			
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
<b>Subsector 315 – Apparel Manufacturing</b>			
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
<b>Subsector 316 – Leather and Allied Product Manufacturing</b>			
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
<b>Subsector 321 – Wood Product Manufacturing</b>			
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
<b>Subsector 322 – Paper Manufacturing</b>			
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
<b>Subsector 323 – Printing and Related Support Activities</b>			
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
<b>Subsector 324 – Petroleum and Coal Products Manufacturing</b>			
324110	Petroleum Refineries <sup>4</sup>		1,500 <sup>4</sup>
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
<b>Subsector 325 – Chemical Manufacturing</b>			
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
<b>Subsector 326 – Plastics and Rubber Products Manufacturing</b>			
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) <sup>5</sup>		1,000 <sup>5</sup>
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
<b>Subsector 327 – Nonmetallic Mineral Product Manufacturing</b>			
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
<b>Subsector 331 – Primary Metal Manufacturing</b>			
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
<b>Subsector 332 – Fabricated Metal Product Manufacturing</b>			
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
<b>Subsector 333 – Machinery Manufacturing<sup>6</sup></b>			
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
<b>Subsector 334 – Computer and Electronic Product Manufacturing<sup>6</sup></b>			
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
<b>Subsector 335 – Electrical Equipment, Appliance and Component Manufacturing<sup>6</sup></b>			
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
<b>Subsector 336 – Transportation Equipment Manufacturing<sup>6</sup></b>			
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 <sup>7</sup>		1,000 <sup>7</sup>
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
<b>Subsector 337 – Furniture and Related Product Manufacturing</b>			
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
<b>Subsector 339 – Miscellaneous Manufacturing</b>			
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
<b>Subsector 424 – Merchant Wholesalers, Nondurable Goods</b>			
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
<b>Subsector 425 – Wholesale Electronic Markets and Agents and Brokers</b>			
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	
<i>Except,</i>	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	
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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	
<b>Subsector 446 – Health and Personal Care Stores</b>			
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	
<b>Subsector 447 – Gasoline Stations</b>			
447110	Gasoline Stations with Convenience Stores	\$27.0	
447190	Other Gasoline Stations	\$14.0	
<b>Subsector 448 – Clothing and Clothing Accessories Stores</b>			
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	
<b>Subsector 451 – Sporting Good, Hobby, Book and Music Stores</b>			
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	
<b>Subsector 452 – General Merchandise Stores</b>			
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	
<b>Subsector 453 – Miscellaneous Store Retailers</b>			
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	
<b>Subsector 454 – Nonstore Retailers</b>			
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	
<b>Sector 48 - 49 – Transportation and Warehousing</b>			
<b>Subsector 481 – Air Transportation</b>			
481111	Scheduled Passenger Air Transportation		1,500
481112	Scheduled Freight Air Transportation		1,500
481211	Nonscheduled Chartered Passenger Air Transportation		1,500
<i>Except,</i>	Offshore Marine Air Transportation Services	\$28.0	
481212	Nonscheduled Chartered Freight Air Transportation		1,500
<i>Except,</i>	Offshore Marine Air Transportation Services	\$28.0	
481219	Other Nonscheduled Air Transportation	\$7.0	
<b>Subsector 482 – Rail Transportation</b>			
482111	Line-Haul Railroads		1,500
482112	Short Line Railroads		500
<b>Subsector 483 – Water Transportation<sup>15</sup></b>			
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
<b>Subsector 484 – Truck Transportation</b>			
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	
<b>Subsector 485 – Transit and Ground Passenger Transportation</b>			
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	
<b>Subsector 486 – Pipeline Transportation</b>			
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	
<b>Subsector 487 – Scenic and Sightseeing Transportation</b>			
487110	Scenic and Sightseeing Transportation, Land	\$7.0	
487210	Scenic and Sightseeing Transportation, Water	\$7.0	
487990	Scenic and Sightseeing Transportation, Other	\$7.0	
<b>Subsector 488 – Support Activities for Transportation</b>			
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 <sup>10</sup>	\$7.0 <sup>10</sup>	
<i>Except,</i>	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	
<b>Subsector 491 – Postal Service</b>			
491110	Postal Service	\$7.0	
<b>Subsector 492 – Couriers and Messengers</b>			
492110	Couriers and Express Delivery Services		1,500
492210	Local Messengers and Local Delivery	\$25.5	
<b>Subsector 493 – Warehousing and Storage</b>			
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	
<b>Sector 51 – Information</b>			
<b>Subsector 511 – Publishing Industries (except Internet)</b>			
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	
<b>Subsector 512 – Motion Picture and Sound Recording Industries</b>			
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	
<b>Subsector 515 – Broadcasting (except Internet)</b>			
515111	Radio Networks	\$7.0	
515112	Radio Stations	\$7.0	
515120	Television Broadcasting	\$14.0	
515210	Cable and Other Subscription Programming	\$15.0	
<b>Subsector 517 – Telecommunications</b>			
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	
<b>Subsector 518 – Data Processing, Hosting, and Related Services</b>			
518210	Data Processing, Hosting, and Related Services	\$25.0	
<b>Subsector 519 – Other Information Services</b>			
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	
<b>Sector 52 – Finance and Insurance</b>			
<b>Subsector 522 – Credit Intermediation and Related Activities</b>			
522110	Commercial Banking <sup>8</sup>	\$175 million in assets <sup>8</sup>	
522120	Savings Institutions <sup>8</sup>	\$175 million in assets <sup>8</sup>	
522130	Credit Unions <sup>8</sup>	\$175 million in assets <sup>8</sup>	
522190	Other Depository Credit Intermediation <sup>8</sup>	\$175 million in assets <sup>8</sup>	
522210	Credit Card Issuing <sup>8</sup>	\$175 million in assets <sup>8</sup>	
522220	Sales Financing	\$7.0	
522291	Consumer Lending	\$7.0	
522292	Real Estate Credit	\$7.0	
522293	International Trade Financing <sup>8</sup>	\$175 million in assets <sup>8</sup>	
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	
<b>Subsector 523 – Financial Investments and Related Activities</b>			
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	
<b>Subsector 524 – Insurance Carriers and Related Activities</b>			
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	
<b>Subsector 525 – Funds, Trusts and Other Financial Vehicles</b>			
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	
<b>Sector 53 – Real Estate and Rental and Leasing</b>			
<b>Subsector 531 – Real Estate</b>			
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	
<i>Except,</i>	Leasing of Building Space to Federal Government by Owners <sup>9</sup>	\$20.5 <sup>9</sup>	
531210	Offices of Real Estate Agents and Brokers <sup>10</sup>	\$2.0 <sup>10</sup>	
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	
<b>Subsector 532 – Rental and Leasing Services</b>			
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	
<b>Subsector 533 – Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)</b>			
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	\$7.0	
<b>Sector 54 – Professional, Scientific and Technical Services</b>			
<b>Subsector 541 – Professional, Scientific and Technical Services</b>			
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	
<i>Except,</i>	Military and Aerospace Equipment and Military Weapons	\$27.0	
<i>Except,</i>	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	\$27.0	
<i>Except,</i>	Marine Engineering and Naval Architecture	\$18.5	
541340	Drafting Services	\$7.0	
<i>Except,</i>	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	
<i>Except,</i>	Information Technology Value Added Resellers <sup>18</sup>		150 <sup>18</sup>
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 <sup>11</sup>		500 <sup>11</sup>
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) <sup>11</sup>		500 <sup>11</sup>
<i>Except,</i>	Aircraft		1,500
<i>Except,</i>	Aircraft Parts, and Auxiliary Equipment, and Aircraft Engine Parts		1,000
<i>Except,</i>	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 <sup>10</sup>	\$7.0 <sup>10</sup>	
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	
<b>Sector 55 – Management of Companies and Enterprises</b>			
<b>Subsector 551 – Management of Companies and Enterprises</b>			
551111	Offices of Bank Holding Companies	\$7.0	
551112	Offices of Other Holding Companies	\$7.0	
<b>Sector 56 – Administrative and Support, Waste Management and Remediation Services</b>			
<b>Subsector 561 – Administrative and Support Services</b>			
561110	Office Administrative Services	\$7.0	
561210	Facilities Support Services <sup>12</sup>	\$35.5 <sup>12</sup>	
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 <sup>10</sup>	\$3.5 <sup>10</sup>	
561520	Tour Operators <sup>10</sup>	\$7.0 <sup>10</sup>	
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 <sup>10</sup>	\$7.0 <sup>10</sup>	
561990	All Other Support Services	\$7.0	
<b>Subsector 562 – Waste Management and Remediation Services</b>			
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	
<i>Except,</i>	Environmental Remediation Services <sup>14</sup>		500 <sup>14</sup>
562920	Materials Recovery Facilities	\$12.5	
562991	Septic Tank and Related Services	\$7.0	
562998	All Other Miscellaneous Waste Management Services	\$7.0	
<b>Sector 61 – Educational Services</b>			
<b>Subsector 611 – Educational Services</b>			
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	
<i>Except,</i>	Job Corps Centers <sup>16</sup>	\$35.5 <sup>16</sup>	
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	
<b>Sector 62 – Health Care and Social Assistance</b>			
<b>Subsector 621 – Ambulatory Health Care Services</b>			
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	

<b>Subsector 622 – Hospitals</b>			
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	
<b>Subsector 623 – Nursing and Residential Care Facilities</b>			
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	
<b>Subsector 624 – Social Assistance</b>			
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	
<b>Sector 71 – Arts, Entertainment and Recreation</b>			
<b>Subsector 711 – Performing Arts, Spectator Sports and Related Industries</b>			
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	
<b>Subsector 712 – Museums, Historical Sites and Similar Institutions</b>			
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	
<b>Subsector 713 – Amusement, Gambling and Recreation Industries</b>			
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	
<b>Sector 72 – Accommodation and Food Services</b>			
<b>Subsector 721 – Accommodation</b>			
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	
<b>Subsector 722 – Food Services and Drinking Places</b>			
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	
<b>Sector 81 – Other Services</b>			
<b>Subsector 811 – Repair and Maintenance</b>			
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	
<b>Subsector 812 – Personal and Laundry Services</b>			
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	
<b>Subsector 813 – Religious, Grantmaking, Civic, Professional and Similar Organizations</b>			
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	
<b>Sector 92 – Public Administration<sup>19</sup></b>			
(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.

<p style="text-align: center;"><b>Area I</b></p> <p>Office of Government Contracting <b>Boston Area Office</b> U.S. Small Business Administration 10 Causeway Street Room 265 Boston, MA 02222-1093 Tel: (617) 565-5622</p>	<p style="text-align: center;"><b>Area IV</b></p> <p>Office of Government Contracting <b>Chicago Area Office</b> U.S. Small Business Administration 500 West Madison Street Suite 1250 Chicago, IL 60661-2511 Tel: (312) 353-7674</p>
<p style="text-align: center;"><b>Area II</b></p> <p>Office of Government Contracting <b>Philadelphia Area Office</b> U.S. Small Business Administration Parkview Office Tower 1150 First Avenue, Suite 1001 King of Prussia, PA 19406 Tel: (610) 382-3190</p>	<p style="text-align: center;"><b>Area V</b></p> <p>Office Government Contracting <b>Dallas Area Office</b> U.S. Small Business Administration 4300 Amon Carter Boulevard, Suite 116 Fort Worth, TX 76155 Tel: (817) 684-5301</p>
<p style="text-align: center;"><b>Area III</b></p> <p>Office of Government Contracting <b>Atlanta Area Office</b> U.S. Small Business Administration 233 Peachtree Street, NE Suite 1805 Atlanta, GA 30303 Tel: (404) 331-7587</p>	<p style="text-align: center;"><b>Area VI</b></p> <p>Office of Government Contracting <b>San Francisco Area Office</b> U.S. Small Business Administration 455 Market Street 6th Floor San Francisco, CA 94105 Tel: (415) 744-8429</p>
<p style="text-align: center;">IN WASHINGTON, DC, THERE ARE TWO OFFICES THAT YOU MAY CONTACT</p>	
<p><b>Office of Size Standards</b> U.S. Small Business Administration 409 3rd Street, SW Washington, DC 20416 Tel: (202) 205-6618</p>	<p><b>Office of Contracting Assistance</b> U.S. Small Business Administration 409 3rd Street, SW Washington, DC 20416 Tel: (202) 205-6460</p>

**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 by 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 or 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.

**CITY OF LINCOLN/STARTRAN**  
**DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

**Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City of Lincoln/StarTran 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the

contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the **City of Lincoln/StarTran** may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the **City of Lincoln/StarTran** for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# 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. 8<sup>th</sup> 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/stndspect/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. 8<sup>th</sup> 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.
- 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](http://www.uscis.gov/everify).

# Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name Eletech, Inc.			Name City of Lincoln		
Street or Other Mailing Address 8810 Blondo Street			Street or Other Mailing Address 555 South 10th Street		
City Omaha, NE	State NE	Zip Code 68134	City Lincoln	State NE	Zip Code 68508
Name and Location of Project			Appointment Information		
Name Elevator Maintenance, Service and Testing - StarTran, Bid No. 3981			Effective Date (see Instructions) 06/09/12		
Street or Other Mailing Address			Expiration Date 06/09/16		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only) 04-2460254-1		

Identify Project NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign  
here** ▶

Authorized Signature of Governmental Unit or Exempt Organization

Purchasing Agent

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY			
Name and Address of Subcontractor			Delegation Information
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign  
here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

## INSTRUCTIONS

**WHO MUST FILE.** Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly or through its contractor pays for the building materials.

**WHEN TO FILE.** A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

**WHERE TO FILE.** A copy of the completed form should be retained by the governmental unit or exempt organization

**Visit our Web site: [www.revenue.ne.gov](http://www.revenue.ne.gov) or call 1-800-742-7474 (toll free in NE and IA) or 1-402-471-5729.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Peterson Brothers Insurance, Inc. 13939 Gold Circle, Suite 200 Omaha NE 68144		<b>CONTACT NAME:</b> Teri Gernstein <b>PHONE (A/C, No, Ext):</b> (402) 330-2048 <b>FAX (A/C, No):</b> (402) 330-9561 <b>E-MAIL ADDRESS:</b> tgernstein@pbii.omhcoxmail.com <b>PRODUCER CUSTOMER ID#:</b> 00004011	
<b>INSURED</b> Eletech, Inc. 8810 Blondo Street Omaha, NE 68134		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Casualty Insurance Co. 29424	<b>NAIC #</b>
		<b>INSURER B:</b> United States Fire 21113	
		<b>INSURER C:</b> Commerce & Industry Ins. Co. 19410	
		<b>INSURER D:</b> Travelers Indemnity Co. of Ct. 25682	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2012-2013 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	13UENOJ6024 General Aggregate is per Elevator. Coverage includes contractual liability.	02/01/2012	02/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 MAXIMUM ANNUAL AGG \$ 10,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Not insured through Peterson Bros. Insurance			
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ NONE	X		EBU038431294	02/01/2012	02/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PROD/COMP OPS AGG \$ 5,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	408-703858-2	02/01/2012	02/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Installation			I-660-995X8892-TCT-12	2/1/2012	2/1/2013	At any Premises \$100,000
D	Business Personal Prop			I-660-995X8892-TCT-12	2/1/2012	2/1/2013	See below if applies

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Lincoln; Lancaster County, Nebraska; Lincoln-Lancaster County Public Building Commission are additional insureds as respects general liability when required by written contract. RE: Elevator Maintenance, Service and Testing-StarTran, Bid No. 3981

**CERTIFICATE HOLDER** **CANCELLATION**

(402) 441-6513  City of Lincoln Nebraska Attn: Debbie Winkler 440 So. 8th St. Ste. 200 Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Teresa L Gernstein
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