

Tracking No. 17020202

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**Annual Supply
Water Softener Salt
Quote No. 5561**

**Culligan of Lincoln
4801 Superior St.
Lincoln, NE 68504
(402) 476-3351**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Culligan of Lincoln, 4801 Superior St., Lincoln, NE 68504**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

Water Softener Salt, Quote No. 5561

and,

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

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

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

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

Agreement to full proposal

2. The Owners agree 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 Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$5,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for City Departments shall not exceed \$8,000.00 during the contract term without approval. The cost of products or services for the Public Building Commission shall not exceed \$500.00 during the contract term without approval by the Board of the Public Building Commission.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Audit Provision: Culligan of Lincoln shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Insurance Certificate
 4. Addendum No. 1
 5. Special Provisions (if applicable)
 6. Specifications
 7. Salt Delivery Locations
 8. 2 CFR Requirements
 9. SBA Table of Small Business Size Standards
 10. Instructions to Bidders
 11. Insurance Requirements
 12. Bid Protest Procedure

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Culligan of Lincoln

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

WICHITA WATER CONDITIONING

Name of Corporation

4801 SUPERIOR ST.

Address

By: [Signature]
Duly Authorized Official

GENERAL MANAGER
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Culligan of Lincoln**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Culligan of Lincoln

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**Lincoln-Lancaster County Public Building Commission
Signature Page**

**CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Culligan of Lincoln**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Rachelle Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact
Bid Number	5561 Addendum 1	Department		Department
Title	Annual Supply - Water Softener Salt	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	1/31/2017 12:20 PM (CT)	Telephone	1 (402) 441-8313	Telephone
Close Date	2/7/2017 02:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company CULLIGAN OF LINCOLN
 Address 4801 SUPERIOR ST
 4801 SUPERIOR ST
 LINCOLN, NE 68504
 Contact Rene Bogner
 Department
 Building
 Floor/Room
 Telephone (402) 476-3351
 Fax (402) 476-3351
 Email RBOGNER@HALLSWATER.COM
 Submitted 2/3/2017 12:50:33 PM (CT)
 Total \$26,250.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Rene Bogner

Email RBOGNER@HALLSWATER.COM

Supplier Notes

FORKLIFT WHERE POSSIBLE

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	NO
2	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Insurance Requirements and Endorsements	<p>Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of Accord and the following endorsements:</p> <ol style="list-style-type: none"> 1. Additional Insured - City of Lincoln, Lancaster County and City of Lincoln/Lancaster County Public Building Commission. 2. Workers Compensation. <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p>	Yes
6	References	I have attached my References on Company letterhead to the Response Attachment section of this bid.	Yes
7	Sodium chloride concentration	The Owners request a minimum of 99.6% Sodium Chloride Concentration with a low insoluble content. List you sodium chloride concentration content. _____%	99.8
8	Purchase Order, Contract and Delivery Contact	<p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.</p>	Patrick O'Hara pohara@hallswatercom 402-419-3247

- 9 Delivery State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid. 2 BUSINESS DAYS
- 10 Term Clause of Contract I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____
 (b) Are your bid prices subject to escalation/de-escalation YES or NO _____
 (c) If (b), state period for which prices will remain firm: through _____ YES - NO
- 11 Quantities I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract. Y
- 12 Contact Name of person submitting this bid: Rene' Bogner
- 13 Electronic Signature Please check here for your electronic signature. Yes
- 14 Agreement to Addendum No. 1 Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	2,000	EA	Single 40# Bags Extra Course Water Softener Salt (Delivery price).	\$5.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pallet Price	List your price for (1) pallet of 40# bags delivered	315
2	Bags per Pallet	List your quantity of bags per each pallet.	63

2	500	EA	Optional - Single 40# Bags Extra Course Water Softener Salt (Pick-up price).	\$5.00
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pallet Price	List your price for (1) pallet of 40# bags delivered	315
2	Bags per Pallet	List your quantity of bags per each pallet.	63

3	2,000	EA	Optional - Single 50# Bags Extra Course Water Softener Salt (Delivery price).	\$5.50
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pallet Price	List your price for (1) pallet of 50# bags delivered	269.50
2	Bags per pallet	List your quantity of bags per each pallet.	49

4	500	EA	Optional - Single 50# Bags Extra Course Water Softener Salt (Pick-up price).	\$5.50
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pallet Price	List your price for (1) pallet of 50# bags delivered	269.50

2 Bags per pallet

List your quantity of bags per each pallet.

49

Response Total: \$26,250.00



better water. pure and simple.

Hall's Culligan Water Conditioning

4801 Superior St., Lincoln NE 68504
Phone 402.476.3351 • Fax 402.476.3353
www.culliganlincoln.com

RE: Bid Response 5561 Addendum 1
List of Culligan References

Please review our reference list below:

Embassy Suites
1040 P
Lincoln, NE 68508
402-474-1111
Joe 402-473-4741

VA HOSPITAL
600 S 70
LINCOLN NE 68510
402-486-7835

LPS
PO BOX 82889
LINCOLN NE 68501
MULTIPLE DELIVERY ADDRESSES
WAYNE REGNIER
402-436-1072 EXT 82008



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2016

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).

PRODUCER CA #0H64724 IMA, Inc. (Wichita Division) PO Box 2992 Wichita, KS 67201-2992	1-316-267-9221	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Wichita Water Conditioning, Inc dba Culligan of Lincoln 10821 E 26th St North Wichita, KS 67226		INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INS CO NAIC # 29459 INSURER B: HARTFORD FIRE IN CO 19682 INSURER C: TRAVELERS PROP CAS CO OF AMER 25674 INSURER D: TRUMBULL INS CO 27120 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 48703188

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> See Remarks on Page 2 <input checked="" type="checkbox"/> For Add'l Information GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		37ECSOF6447	02/10/16	02/10/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		37CS9QU2341	02/10/16	02/10/17	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ZUP91M5138416NF	02/10/16	02/10/17	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" 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	Y/N <input checked="" type="checkbox"/> N / A	37WNQU2340	02/10/16	02/10/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For a Listing of Named Insureds; See Page 2

Certificate Holder is included as Primary Non-Contributory Additional Insured on the General Liability & Automobile Liability policies, if required by written contract or agreement, subject to the policy terms & conditions. A Waiver of Subrogation is provided in favor of Certificate Holder on the Workers Compensation policy, if required by written contract or agreement, subject to the policy terms & conditions. General Liability policy includes 30 day notice of cancellation, subject to the policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission 555 South 10th Street Lincoln, NE 68508 USA	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 
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
12/20/2016

NAME OF INSURED: Wichita Water Conditioning, Inc dba Culligan of Lincoln

Additional Description of Operations/Remarks from Page 1:

Additional Information:

GENERAL LIABILITY:

Self Insured Retention: State of California \$50,000; All Other States \$50,000; Aggregate \$1,000,000.
The General Aggregate Per Location Limit is subject to a Policy Cap of \$10,000,000.

WORKERS COMPENSATION:

Ohio Locations are not included in the Workers Compensation Coverage.

NAMED INSURED INCLUDES:

Wichita Water Conditioning, Inc dba Hall's Culligan Water
CRH Coffee, Inc dba Prairiefire Coffee Roasters
Wichita Water Conditioning, Inc dba Culligan of Independence;
Wichita Water Conditioning, Inc dba Culligan of McPherson;
Wichita Water Conditioning, Inc dba Culligan of Hays;
Wichita Water Conditioning, Inc dba Culligan of Lincoln;
Wichita Water Conditioning, Inc dba Culligan of Joplin;
Wichita Water Conditioning, Inc dba Culligan of Jefferson City;
Wichita Water Conditioning, Inc dba Tri Lakes Culligan;
Wichita Water Conditioning, Inc dba Culligan of NW AR;
Wichita Water Conditioning, Inc dba Culligan of Denver;
Wichita Water Conditioning, Inc dba Culligan of Norfolk;
Wichita Water Conditioning, Inc dba Culligan of Omaha;
Wichita Water Conditioning, Inc dba Culligan of Columbus;
Wichita Water Conditioning, Inc. dba Culligan of Rolla
Wichita Water Conditioning, Inc. dba Chuck, The Water Man.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 37 WN QU2340

Endorsement Number: 26

Effective Date: 02/10/2016 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: WICHITA WATER CONDITIONING, INC.
10821 E. 26TH STREET NORTH
WICHITA, KS 67226

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Countersigned by _____

Svens, F. Castaneda

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date:

Policy Expiration Date:

POLICY NUMBER: 37 ECS OF6447



LISTING OF COVERAGE PARTS AND ENDORSEMENTS FORMING A PART OF THE POLICY

The following is a listing of policy provisions, forms and endorsements by Form Number and Title that form a part of the policy at issue.

	FORM NUMBER	TITLE
1	EH0002	06-05 COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS - BROAD FORM)
2	HM9901	11-85 INSTALLMENT PAYMENT PLAN
3	HS9906	06-05 PREMIUM COMPUTATION ENDORSEMENT
4	HC1210	11-85 COMMERCIAL GENERAL LIABILITY SCHEDULE
5	EH0493	06-05 EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT OCCURRENCE
6	EH0452	06-05 DAMAGE TO PREMISES RENTED TO YOU ENDORSEMENT
7	GN984718	01-15 CONFIRMATION OF COVERAGE ELECTION - TERRORISM RISK INSURANCE ACT
8	HC2370	01-15 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
9	HS9855	01-06 ADJUSTMENT OF TERRORISM CHARGES AT AUDIT
10	HC2190	06-06 EXCLUSION - FUNGI, BACTERIA, AND VIRUSES
11	HG2102	03-15 EXCLUSION - SILICA
12	HG2103	03-15 EXCLUSION - SILICA KANSAS

interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business; and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or

normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in paragraphs (d) or (f); or

(ii) Such inspections adjustments or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

e. Permits issued By State or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations,
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations" hazard.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance. Such limits of insurance apply only in excess of the "self-insured retention".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION -
PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN
REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

COVERAGE COMMERCIAL GENERAL LIABILITY COVERAGE PART (EXCESS)
COMMERCIAL GENERAL LIABILITY COVERAGE PART (EXCESS - BROAD FORM)

With respect to other insurance available to any person or organization who is an additional insured under this Coverage Part, the following is added to Paragraph 4., Other Insurance of Section IV - Commercial General Liability Conditions:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance be primary, then subject to the "self-insured retention", this insurance is primary except when Paragraph c. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph d. below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, then subject to the "self-insured retention", this insurance is primary except when Paragraph c. below applies and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

(c) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(3) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

d. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



better water. pure and simple.

Hall's Culligan Water Conditioning

4801 Superior St., Lincoln NE 68504
Phone 402.476.3351 • Fax 402.476.3353
www.culliganlincoln.com

RE: Bid Response 5561 Addendum 1
List of Culligan References

Please review our reference list below:

Embassy Suites
1040 P
Lincoln, NE 68508
402-474-1111
Joe 402-473-4741

VA HOSPITAL
600 S 70
LINCOLN NE 68510
402-486-7835

LPS
PO BOX 82889
LINCOLN NE 68501
MULTIPLE DELIVERY ADDRESSES
WAYNE REGNIER
402-436-1072 EXT 82008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the Insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

**Addendum #1
for
Annual Supply - Water Softener Salt
Quote 5561**

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:

- Q. Can you provide a bid tab from the last award?
 A. See below
- Q. Under the 2,000 single bag section, are you looking for a price for a single pallet delivered to your facility or do you have the capability to handle a full truckload of salt delivered at one time?
 A. Pricing is for single bags or pallets. We do not have the capability to handle a full truckload of salt. Bags will be ordered on an as needed basis during the term of the contract for delivery by the vendor or for in store pickup by the department.
- Q. Can 50 lb. bags be bid in place of the 40 lb bags?
 A. Optional line items have been added for 50 lb. bags and pallet pricing. Award will be issued for either the 40lb. or the 50lb. price.

Bid Number 4368

Halls Culligan					
Line	Description	UOM	QTY	Unit	Extended
1	Delivery of Single 40# Bags Extra Course Water Softener Salt. Minimum inside delivery of 10 bags per trip.	EA	400	\$5.70	\$2,280.00
2	Delivered Pallet of 40# Bags Extra Course Water Softener Salt.	Pallets	15	\$333.90	\$5,008.50
3	Department Pick Up of Single 40# bag Extra Course Water Softener Salt.	EA	100	\$5.30	\$530.00

4	Department Pick Up Pallet of 40# bag Extra Course Water Softener Salt.	EA	3	\$321.30	\$963.90
5	Optional - Delivery of Single 50# Bags Extra Course Water Softener Salt.	EA	400	\$6.10	\$2,440.00
6	Minimum inside delivery of 10 bags per trip. Optional - Delivered Pallet of 50# Bags Extra Course Water Softener Salt.	EA	15	\$284.20	\$4,263.00
7	Optional - Department Pick Up Single 50# bag Extra Course Water Softener Salt.	EA	100	\$5.80	\$580.00
8	Optional - Department Pick Up Pallet of 50# bag Extra Course Water Softener Salt.	EA	3	\$276.85	\$830.55
Total					\$16,895.95

All other terms and conditions shall remain unchanged.

Dated this 1st day of February, 2017.

Rachelle Hinze,
Buyer

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

WATER SOFTENER SALT

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 The intent and purpose of this bid to establish a contract with a qualified firm to provide and deliver water softener salt for Lancaster County, Nebraska; the City of Lincoln/Lancaster County Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"),
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in vendor bid being rejected.
- 1.4 The Owners will execute a firm-fixed contract for the product to be delivered or picked up by each agency under the terms of an awarded contract.
- 1.5 Any deviation from these Specifications or any other bid document must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.
- 1.6 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.7 Unit price shall be a firm fixed price with delivery to locations listed in the attachment section of the bid.

2. CONTRACTOR INSURANCE

- 2.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements" at time of award.
- 2.2 All certificates of insurance and endorsements 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, Lancaster County and City of Lincoln-Lancaster County Public Building Commission are additional insured as pertains to these services.

3. EVALUATION CRITERIA

- 3.1 Award will be made to the lowest, responsive, responsible Vendor meeting the requirements of these specifications and the bid documents.
- 3.2 Total price of contract and other pricing factors that will amount to the best value to the Owners.
- 3.3 Ability to provide labor and services as required in this Specification.
- 3.4 References

Departments that use softener salt

Lincoln Area Agency of Aging

1005 "O" Street
Lincoln, NE 68508

Public Works Wastewater

2400 Theresa Street
Lincoln, NE 68521

Public Works Engineering Services

949 West Bond Street, Ste. 200
Lincoln, NE 68521

Public Works Landfill

6001 Bluff Road
Lincoln, NE 68517

Public Works NE Treatment Facility

7000 N. 70th Street
Lincoln, NE 68507

Lancaster County Corrections

3801 West "O" Street
Lincoln, NE 68528

County Property Management

920 "O" Street
Lincoln, NE 68508

County Trabert Hall

2202 South 11 Street
Lincoln, NE 68502

OTHER LOCATIONS MAY BE ADDED AS NEEDED.

**APPENDIX II TO PART 200—CONTRACT
PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL
AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors

and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States'''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended--Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) 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 (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)-A

contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (K) See § 200.322 Procurement of recovered materials.



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 effective January 1, 2012. The latest NAICS codes are referred to as NAICS 2012.

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

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

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

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

These size standards are effective January 7, 2013

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Sector 11 – Agriculture, Forestry, Fishing and Hunting			
Subsector 111 – Crop Production			
111110	Soybean Farming	\$0.75	
111120	Oilseed (except Soybean) Farming	\$0.75	
111130	Dry Pea and Bean Farming	\$0.75	
111140	Wheat Farming	\$0.75	
111150	Corn Farming	\$0.75	
111160	Rice Farming	\$0.75	
111191	Oilseed and Grain Combination Farming	\$0.75	
111199	All Other Grain Farming	\$0.75	
111211	Potato Farming	\$0.75	
111219	Other Vegetable (except Potato) and Melon Farming	\$0.75	
111310	Orange Groves	\$0.75	
111320	Citrus (except Orange) Groves	\$0.75	
111331	Apple Orchards	\$0.75	
111332	Grape Vineyards	\$0.75	
111333	Strawberry Farming	\$0.75	
111334	Berry (except Strawberry) Farming	\$0.75	
111335	Tree Nut Farming	\$0.75	
111336	Fruit and Tree Nut Combination Farming	\$0.75	
111339	Other Noncitrus Fruit Farming	\$0.75	
111411	Mushroom Production	\$0.75	
111419	Other Food Crops Grown Under Cover	\$0.75	
111421	Nursery and Tree Production	\$0.75	
111422	Floriculture Production	\$0.75	
111910	Tobacco Farming	\$0.75	
111920	Cotton Farming	\$0.75	
111930	Sugarcane Farming	\$0.75	
111940	Hay Farming	\$0.75	
111991	Sugar Beet Farming	\$0.75	
111992	Peanut Farming	\$0.75	
111998	All Other Miscellaneous Crop Farming	\$0.75	
Subsector 112 – Animal Production and Aquaculture			
112111	Beef Cattle Ranching and Farming	\$0.75	
112112	Cattle Feedlots	\$2.0	
112120	Dairy Cattle and Milk Production	\$0.75	

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

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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Sector 22 – Utilities			
Subsector 221 – Utilities			
221111	Hydroelectric Power Generation	4 million megawatt hours ¹	
221112	Fossil Fuel Electric Power Generation	4 million megawatt hours ¹	
221113	Nuclear Electric Power Generation	4 million megawatt hours ¹	
221114	Solar Electric Power Generation	4 million megawatt hours ¹	
221115	Wind Electric Power Generation	4 million megawatt hours ¹	
221116	Geothermal Electric Power Generation	4 million megawatt hours ¹	
221117	Biomass Electric Power Generation	4 million megawatt hours ¹	
221118	Other Electric Power Generation	4 million megawatt hours ¹	
221121	Electric Bulk Power Transmission and Control	4 million megawatt hours ¹	
221122	Electric Power Distribution	4 million megawatt hours 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	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Sector 23 – Construction			
Subsector 236 – Construction of Buildings			
236115	New Single-family Housing Construction (Except For-Sale Builders)	\$33.5	
236116	New Multifamily Housing Construction (except For-Sale Builders)	\$33.5	
236117	New Housing For-Sale Builders	\$33.5	
236118	Residential Remodelers	\$33.5	
236210	Industrial Building Construction	\$33.5	
236220	Commercial and Institutional Building Construction	\$33.5	
Subsector 237 – Heavy and Civil Engineering Construction			
237110	Water and Sewer Line and Related Structures Construction	\$33.5	
237120	Oil and Gas Pipeline and Related Structures Construction	\$33.5	
237130	Power and Communication Line and Related Structures Construction	\$33.5	
237210	Land Subdivision	\$7.0	
237310	Highway, Street, and Bridge Construction	\$33.5	
237990	Other Heavy and Civil Engineering Construction	\$33.5	
<i>Except,</i>	Dredging and Surface Cleanup Activities ²	\$20.0 ²	
Subsector 238 – Specialty Trade Contractors			
238110	Poured Concrete Foundation and Structure Contractors	\$14.0	
238120	Structural Steel and Precast Concrete Contractors	\$14.0	
238130	Framing Contractors	\$14.0	
238140	Masonry Contractors	\$14.0	
238150	Glass and Glazing Contractors	\$14.0	
238160	Roofing Contractors	\$14.0	
238170	Siding Contractors	\$14.0	
238190	Other Foundation, Structure, and Building Exterior Contractors	\$14.0	
238210	Electrical Contractors and Other Wiring Installation Contractors	\$14.0	
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$14.0	
238290	Other Building Equipment Contractors	\$14.0	
238310	Drywall and Insulation Contractors	\$14.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
238320	Painting and Wall Covering Contractors	\$14.0	
238330	Flooring Contractors	\$14.0	
238340	Tile and Terrazzo Contractors	\$14.0	
238350	Finish Carpentry Contractors	\$14.0	
238390	Other Building Finishing Contractors	\$14.0	
238910	Site Preparation Contractors	\$14.0	
238990	All Other Specialty Trade Contractors ¹³	\$14.0 ¹³	
Sector 31 – 33 – Manufacturing			
Subsector 311 – Food Manufacturing			
311111	Dog and Cat Food Manufacturing		500
311119	Other Animal Food Manufacturing		500
311211	Flour Milling		500
311212	Rice Milling		500
311213	Malt Manufacturing		500
311221	Wet Corn Milling		750
311224	Soybean and Other Oilseed Processing		1,000
311225	Fats and Oils Refining and Blending		1,000
311230	Breakfast Cereal Manufacturing		1,000
311313	Beet Sugar Manufacturing		750
311314	Cane Sugar Manufacturing		750
311340	Nonchocolate Confectionery Manufacturing		500
311351	Chocolate and Confectionery Manufacturing from Cacao Beans		500
311352	Confectionery Manufacturing from Purchased Chocolate		500
311411	Frozen Fruit, Juice and Vegetable Manufacturing		500
311412	Frozen Specialty Food Manufacturing		500
311421	Fruit and Vegetable Canning ³		500 ³
311422	Specialty Canning		1,000
311423	Dried and Dehydrated Food Manufacturing		500
311511	Fluid Milk Manufacturing		500
311512	Creamery Butter Manufacturing		500
311513	Cheese Manufacturing		500
311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing		500
311520	Ice Cream and Frozen Dessert Manufacturing		500
311611	Animal (except Poultry) Slaughtering		500

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
311612	Meat Processed from Carcasses		500
311613	Rendering and Meat Byproduct Processing		500
311615	Poultry Processing		500
311710	Seafood Product Preparation and Packaging		500
311811	Retail Bakeries		500
311812	Commercial Bakeries		500
311813	Frozen Cakes, Pies, and Other Pastries Manufacturing		500
311821	Cookie and Cracker Manufacturing		750
311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour		500
311830	Tortilla Manufacturing		500
311911	Roasted Nuts and Peanut Butter Manufacturing		500
311919	Other Snack Food Manufacturing		500
311920	Coffee and Tea Manufacturing		500
311930	Flavoring Syrup and Concentrate Manufacturing		500
311941	Mayonnaise, Dressing and Other Prepared Sauce Manufacturing		500
311942	Spice and Extract Manufacturing		500
311991	Perishable Prepared Food Manufacturing		500
311999	All Other Miscellaneous Food Manufacturing		500
Subsector 312 – Beverage and Tobacco Product Manufacturing			
312111	Soft Drink Manufacturing		500
312112	Bottled Water Manufacturing		500
312113	Ice Manufacturing		500
312120	Breweries		500
312130	Wineries		500
312140	Distilleries		750
312230	Tobacco Manufacturing		1,000
Subsector 313 – Textile Mills			
313110	Fiber, Yarn, and Thread Mills		500
313210	Broadwoven Fabric Mills		1,000
313220	Narrow Fabric Mills and Schiffli Machine Embroidery		500
313230	Nonwoven Fabric Mills		500
313240	Knit Fabric Mills		500
313310	Textile and Fabric Finishing Mills		1,000
313320	Fabric Coating Mills		1,000

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 314 – Textile Product Mills			
314110	Carpet and Rug Mills		500
314120	Curtain and Linen Mills		500
314910	Textile Bag and Canvas Mills		500
314994	Rope, Cordage, Twine, Tire Cord, and Tire Fabric Mills		1,000
314999	All Other Miscellaneous Textile Product Mills		500
Subsector 315 – Apparel Manufacturing			
315110	Hosiery and Sock Mills		500
315190	Other Apparel Knitting Mills		500
315210	Cut and Sew Apparel Contractors		500
315220	Men's and Boys' Cut and Sew Apparel Manufacturing		500
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing		500
315280	Other Cut and Sew Apparel Manufacturing		500
315990	Apparel Accessories and Other Apparel Manufacturing		500
Subsector 316 – Leather and Allied Product Manufacturing			
316110	Leather and Hide Tanning and Finishing		500
316210	Footwear Manufacturing		1,000
316992	Women's Handbag and Purse Manufacturing		500
316998	All Other Leather Good and Allied Product Manufacturing		500
Subsector 321 – Wood Product Manufacturing			
321113	Sawmills		500
321114	Wood Preservation		500
321211	Hardwood Veneer and Plywood Manufacturing		500
321212	Softwood Veneer and Plywood Manufacturing		500
321213	Engineered Wood Member (except Truss) Manufacturing		500
321214	Truss Manufacturing		500
321219	Reconstituted Wood Product Manufacturing		500
321911	Wood Window and Door Manufacturing		500
321912	Cut Stock, Resawing Lumber, and Planing		500
321918	Other Millwork (including Flooring)		500
321920	Wood Container and Pallet Manufacturing		500
321991	Manufactured Home (Mobile Home) Manufacturing		500

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
321992	Prefabricated Wood Building Manufacturing		500
321999	All Other Miscellaneous Wood Product Manufacturing		500
Subsector 322 – Paper Manufacturing			
322110	Pulp Mills		750
322121	Paper (except Newsprint) Mills		750
322122	Newsprint Mills		750
322130	Paperboard Mills		750
322211	Corrugated and Solid Fiber Box Manufacturing		500
322212	Folding Paperboard Box Manufacturing		750
322219	Other Paperboard Container Manufacturing		750
322220	Paper Bag and Coated and Treated Paper Manufacturing		500
322230	Stationery Product Manufacturing		500
322291	Sanitary Paper Product Manufacturing		500
322299	All Other Converted Paper Product Manufacturing		500
Subsector 323 – Printing and Related Support Activities			
323111	Commercial Printing (except Screen and Books)		500
323113	Commercial Screen Printing		500
323117	Books Printing		500
323120	Support Activities for Printing		500
Subsector 324 – Petroleum and Coal Products Manufacturing			
324110	Petroleum Refineries ⁴		1,500 ⁴
324121	Asphalt Paving Mixture and Block Manufacturing		500
324122	Asphalt Shingle and Coating Materials Manufacturing		750
324191	Petroleum Lubricating Oil and Grease Manufacturing		500
324199	All Other Petroleum and Coal Products Manufacturing		500
Subsector 325 – Chemical Manufacturing			
325110	Petrochemical Manufacturing		1,000
325120	Industrial Gas Manufacturing		1,000
325130	Synthetic Dye and Pigment Manufacturing		1,000
325180	Other Basic Inorganic Chemical Manufacturing		1,000
325193	Ethyl Alcohol Manufacturing		1,000
325194	Cyclic Crude, Intermediate, and Gum and Wood Chemical Manufacturing		750
325199	All Other Basic Organic Chemical Manufacturing		1,000

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
325211	Plastics Material and Resin Manufacturing		750
325212	Synthetic Rubber Manufacturing		1,000
325220	Artificial and Synthetic Fibers and Filaments Manufacturing		1,000
325311	Nitrogenous Fertilizer Manufacturing		1,000
325312	Phosphatic Fertilizer Manufacturing		500
325314	Fertilizer (Mixing Only) Manufacturing		500
325320	Pesticide and Other Agricultural Chemical Manufacturing		500
325411	Medicinal and Botanical Manufacturing		750
325412	Pharmaceutical Preparation Manufacturing		750
325413	In-Vitro Diagnostic Substance Manufacturing		500
325414	Biological Product (except Diagnostic) Manufacturing		500
325510	Paint and Coating Manufacturing		500
325520	Adhesive Manufacturing		500
325611	Soap and Other Detergent Manufacturing		750
325612	Polish and Other Sanitation Good Manufacturing		500
325613	Surface Active Agent Manufacturing		500
325620	Toilet Preparation Manufacturing		500
325910	Printing Ink Manufacturing		500
325920	Explosives Manufacturing		750
325991	Custom Compounding of Purchased Resins		500
325992	Photographic Film, Paper, Plate and Chemical Manufacturing		500
325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing		500
Subsector 326 – Plastics and Rubber Products Manufacturing			
326111	Plastic Bag and Pouch Manufacturing		500
326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing		500
326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing		500
326121	Unlaminated Plastics Profile Shape 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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing		500
326160	Plastics Bottle Manufacturing		500
326191	Plastics Plumbing Fixture Manufacturing		500
326199	All Other Plastics Product Manufacturing		750
326211	Tire Manufacturing (except Retreading) ⁵		1,000 ⁵
326212	Tire Retreading		500
326220	Rubber and Plastics Hoses and Belting Manufacturing		500
326291	Rubber Product Manufacturing for Mechanical Use		500
326299	All Other Rubber Product Manufacturing		500
Subsector 327 – Nonmetallic Mineral Product Manufacturing			
327110	Pottery, Ceramics, and Plumbing Fixture Manufacturing		750
327120	Clay Building Material and Refractories 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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 331 – Primary Metal Manufacturing			
331110	Iron and Steel Mills and Ferroalloy Manufacturing		1,000
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
331313	Alumina Refining and Primary Aluminum Production		1,000
331314	Secondary Smelting and Alloying of Aluminum		750
331315	Aluminum Sheet, Plate and Foil Manufacturing		750
331318	Other Aluminum Rolling, Drawing, and Extruding		750
331410	Nonferrous Metal (except Aluminum) Smelting and Refining		1,000
331420	Copper Rolling, Drawing, Extruding, and Alloying		1,000
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
331523	Nonferrous Metal Die-Casting Foundries		500
331524	Aluminum Foundries (except Die-Casting)		500
331529	Other Nonferrous Metal Foundries (except Die-Casting)		500
Subsector 332 – Fabricated Metal Product Manufacturing			
332111	Iron and Steel Forging		500
332112	Nonferrous Forging		500
332114	Custom Roll Forming		500
332117	Powder Metallurgy Part Manufacturing		500
332119	Metal Crown, Closure, and Other Metal Stamping (except Automotive)		500
332215	Metal Kitchen Cookware, Utensil, Cutlery, and Flatware (except Precious) Manufacturing		500
332216	Saw Blade and Handtool Manufacturing		500
332311	Prefabricated Metal Building and Component Manufacturing		500
332312	Fabricated Structural Metal Manufacturing		500

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
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
332613	Spring 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, Ordnance, and Ordnance Accessories Manufacturing		1,000
332996	Fabricated Pipe and Pipe Fitting Manufacturing		500
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing		750
Subsector 333 – Machinery Manufacturing⁶			
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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
333131	Mining Machinery and Equipment Manufacturing		500
333132	Oil and Gas Field Machinery and Equipment Manufacturing		500
333241	Food Product Machinery Manufacturing		500
333242	Semiconductor Machinery Manufacturing		500
333243	Sawmill, Woodworking, and Paper Machinery Manufacturing		500
333244	Printing Machinery and Equipment Manufacturing		500
333249	Other Industrial Machinery Manufacturing		500
333314	Optical Instrument and Lens Manufacturing		500
333316	Photographic and Photocopying Equipment Manufacturing		1,000
333318	Other Commercial and Service Industry Machinery Manufacturing		1,000
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment 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
333514	Special Die and Tool, Die Set, Jig and Fixture Manufacturing		500
333515	Cutting Tool and Machine Tool Accessory Manufacturing		500
333517	Machine Tool Manufacturing		500
333519	Rolling Mill and 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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
333912	Air and Gas Compressor Manufacturing		500
333913	Measuring and Dispensing Pump Manufacturing		500
333921	Elevator and Moving Stairway Manufacturing		500
333922	Conveyor and Conveying Equipment Manufacturing		500
333923	Overhead Traveling Crane, Hoist and Monorail System Manufacturing		500
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing		750
333991	Power-Driven Hand Tool Manufacturing		500
333992	Welding and Soldering Equipment Manufacturing		500
333993	Packaging Machinery Manufacturing		500
333994	Industrial Process Furnace and Oven Manufacturing		500
333995	Fluid Power Cylinder and Actuator Manufacturing		500
333996	Fluid Power Pump and Motor Manufacturing		500
333997	Scale and Balance Manufacturing		500
333999	All Other Miscellaneous General Purpose Machinery Manufacturing		500
Subsector 334 – Computer and Electronic Product Manufacturing⁶			
334111	Electronic Computer Manufacturing		1,000
334112	Computer Storage Device Manufacturing		1,000
334118	Computer Terminal and 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
334412	Bare Printed Circuit Board Manufacturing		500
334413	Semiconductor and Related Device Manufacturing		500
334416	Capacitor, Resistor, 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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
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
334519	Other Measuring and Controlling Device Manufacturing		500
334613	Blank Magnetic and Optical Recording Media Manufacturing		1,000
334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing		750
Subsector 335 – Electrical Equipment, Appliance and Component Manufacturing⁶			
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
335210	Small Electrical Appliance 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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
335314	Relay and Industrial Control Manufacturing		750
335911	Storage Battery Manufacturing		500
335912	Primary Battery Manufacturing		1,000
335921	Fiber Optic Cable Manufacturing		1,000
335929	Other Communication and Energy Wire Manufacturing		1,000
335931	Current-Carrying Wiring Device Manufacturing		500
335932	Noncurrent-Carrying Wiring Device Manufacturing		500
335991	Carbon and Graphite Product Manufacturing		750
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing		500
Subsector 336 – Transportation Equipment Manufacturing⁶			
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
336310	Motor Vehicle Gasoline Engine and Engine Parts Manufacturing		750
336320	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
336390	Other Motor Vehicle Parts Manufacturing		750
336411	Aircraft Manufacturing		1,500
336412	Aircraft Engine and Engine Parts Manufacturing		1,000
336413	Other Aircraft Part and Auxiliary Equipment Manufacturing ⁷		1,000 ⁷
336414	Guided Missile and Space Vehicle Manufacturing		1,000

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing		1,000
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing		1,000
336510	Railroad Rolling Stock Manufacturing		1,000
336611	Ship Building and Repairing		1,000
336612	Boat Building		500
336991	Motorcycle, Bicycle and Parts Manufacturing		500
336992	Military Armored Vehicle, Tank and Tank Component Manufacturing		1,000
336999	All Other Transportation Equipment Manufacturing		500
Subsector 337 – Furniture and Related Product Manufacturing			
337110	Wood Kitchen Cabinet and Counter Top Manufacturing		500
337121	Upholstered Household Furniture Manufacturing		500
337122	Nonupholstered Wood Household Furniture Manufacturing		500
337124	Metal Household Furniture Manufacturing		500
337125	Household Furniture (except Wood and Metal) Manufacturing		500
337127	Institutional Furniture Manufacturing		500
337211	Wood Office Furniture Manufacturing		500
337212	Custom Architectural Woodwork and Millwork Manufacturing		500
337214	Office Furniture (Except Wood) Manufacturing		500
337215	Showcase, Partition, Shelving, and Locker Manufacturing		500
337910	Mattress Manufacturing		500
337920	Blind and Shade Manufacturing		500
Subsector 339 – Miscellaneous Manufacturing			
339112	Surgical and Medical Instrument Manufacturing		500
339113	Surgical Appliance and Supplies Manufacturing		500
339114	Dental Equipment and Supplies Manufacturing		500
339115	Ophthalmic Goods Manufacturing		500
339116	Dental Laboratories		500
339910	Jewelry and Silverware Manufacturing		500
339920	Sporting and Athletic Goods Manufacturing		500

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
339930	Doll, Toy, and Game Manufacturing		500
339940	Office Supplies (except Paper) 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			
<p>(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.)</p>			
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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
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	Household Appliances, Electric Housewares, and Consumer Electronics 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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers		100
423920	Toy and Hobby Goods and Supplies Merchant Wholesalers		100
423930	Recyclable Material Merchant Wholesalers		100
423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers		100
423990	Other Miscellaneous Durable Goods Merchant Wholesalers		100
Subsector 424 – Merchant Wholesalers, Nondurable Goods			
424110	Printing and Writing Paper Merchant Wholesalers		100
424120	Stationary and Office Supplies Merchant Wholesalers		100
424130	Industrial and Personal Service Paper Merchant Wholesalers		100
424210	Drugs and Druggists' Sundries Merchant Wholesalers		100
424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers		100
424320	Men's and Boys' Clothing and Furnishings Merchant Wholesalers		100
424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers		100
424340	Footwear Merchant Wholesalers		100
424410	General Line Grocery Merchant Wholesalers		100
424420	Packaged Frozen Food Merchant Wholesalers		100
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers		100
424440	Poultry and Poultry Product Merchant Wholesalers		100
424450	Confectionery Merchant Wholesalers		100
424460	Fish and Seafood Merchant Wholesalers		100
424470	Meat and Meat Product Merchant Wholesalers		100
424480	Fresh Fruit and Vegetable Merchant Wholesalers		100
424490	Other Grocery and Related Products Merchant Wholesalers		100
424510	Grain and Field Bean Merchant Wholesalers		100
424520	Livestock Merchant Wholesalers		100
424590	Other Farm Product Raw Material Merchant Wholesalers		100

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers		100
424690	Other Chemical and Allied Products Merchant Wholesalers		100
424710	Petroleum Bulk Stations and Terminals		100
424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)		100
424810	Beer and Ale Merchant Wholesalers		100
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers		100
424910	Farm Supplies Merchant Wholesalers		100
424920	Book, Periodical, and Newspaper Merchant Wholesalers		100
424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers		100
424940	Tobacco and Tobacco Product Merchant Wholesalers		100
424950	Paint, Varnish, and Supplies Merchant Wholesalers		100
424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers		100
Subsector 425 – Wholesale Electronic Markets and Agents and Brokers			
425110	Business to Business Electronic Markets		100
425120	Wholesale Trade Agents and Brokers		100
Sector 44 - 45 – Retail Trade			
(These NAICS codes shall not be used to classify Government acquisitions for supplies. They also shall not be used by Federal government contractors when subcontracting for the acquisition for supplies. The applicable manufacturing NAICS code shall be used to classify acquisitions for supplies. A Wholesale Trade or Retail Trade business concern submitting an offer or a quote on a supply acquisition is categorized as a nonmanufacturer and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406.)			
Subsector 441 – Motor Vehicle and Parts Dealers			
441110	New Car Dealers		200
441120	Used Car Dealers	\$23.0	
441210	Recreational Vehicle Dealers	\$30.0	
441222	Boat Dealers	\$30.0	
441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers	\$30.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
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			
443141	Household Appliance Stores	\$10.0	
443142	Electronics Stores	\$30.0	
Subsector 444 – Building Material and Garden Equipment and Supplies Dealers			
444110	Home Centers	\$35.5	
444120	Paint and Wallpaper Stores	\$25.5	
444130	Hardware Stores	\$7.0	
444190	Other Building Material Dealers	\$19.0	
444210	Outdoor Power Equipment Stores	\$7.0	
444220	Nursery and Garden Centers	\$10.0	
Subsector 445 – Food and Beverage Stores			
445110	Supermarkets and Other Grocery (except Convenience) Stores	\$30.0	
445120	Convenience Stores	\$27.0	
445210	Meat Markets	\$7.0	
445220	Fish and Seafood Markets	\$7.0	
445230	Fruit and Vegetable Markets	\$7.0	
445291	Baked Goods Stores	\$7.0	
445292	Confectionery and Nut Stores	\$7.0	
445299	All Other Specialty Food Stores	\$7.0	
445310	Beer, Wine and Liquor Stores	\$7.0	
Subsector 446 – Health and Personal Care Stores			
446110	Pharmacies and Drug Stores	\$25.5	
446120	Cosmetics, Beauty Supplies and Perfume Stores	\$25.5	
446130	Optical Goods Stores	\$19.0	
446191	Food (Health) Supplement Stores	\$14.0	
446199	All Other Health and Personal Care Stores	\$7.0	
Subsector 447 – Gasoline Stations			
447110	Gasoline Stations with Convenience Stores	\$27.0	
447190	Other Gasoline Stations	\$14.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 448 – Clothing and Clothing Accessories Stores			
448110	Men's Clothing Stores	\$10.0	
448120	Women's Clothing Stores	\$25.5	
448130	Children's and Infants' Clothing Stores	\$30.0	
448140	Family Clothing Stores	\$35.5	
448150	Clothing Accessories Stores	\$14.0	
448190	Other Clothing Stores	\$19.0	
448210	Shoe Stores	\$25.5	
448310	Jewelry Stores	\$14.0	
448320	Luggage and Leather Goods Stores	\$25.5	
Subsector 451 – Sporting Good, Hobby, Book and Music Stores			
451110	Sporting Goods Stores	\$14.0	
451120	Hobby, Toy and Game Stores	\$25.5	
451130	Sewing, Needlework and Piece Goods Stores	\$25.5	
451140	Musical Instrument and Supplies Stores	\$10.0	
451211	Book Stores	\$25.5	
451212	News Dealers and Newsstands	\$7.0	
Subsector 452 – General Merchandise Stores			
452111	Department Stores (except Discount Department Stores)	\$30.0	
452112	Discount Department Stores	\$27.0	
452910	Warehouse Clubs and Superstores	\$27.0	
452990	All Other General Merchandise Stores	\$30.0	
Subsector 453 – Miscellaneous Store Retailers			
453110	Florists	\$7.0	
453210	Office Supplies and Stationery Stores	\$30.0	
453220	Gift, Novelty and Souvenir Stores	\$7.0	
453310	Used Merchandise Stores	\$7.0	
453910	Pet and Pet Supplies Stores	\$19.0	
453920	Art Dealers	\$7.0	
453930	Manufactured (Mobile) Home Dealers	\$14.0	
453991	Tobacco Stores	\$7.0	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	\$7.0	
Subsector 454 – Nonstore Retailers			
454111	Electronic Shopping	\$30.0	
454112	Electronic Auctions	\$35.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
454113	Mail-Order Houses	\$35.5	
454210	Vending Machine Operators	\$10.0	
454310	Fuel Dealers		50
454390	Other Direct Selling Establishments	\$7.0	
Sector 48 - 49 – Transportation and Warehousing			
Subsector 481 – Air Transportation			
481111	Scheduled Passenger Air Transportation		1,500
481112	Scheduled Freight Air Transportation		1,500
481211	Nonscheduled Chartered Passenger Air Transportation		1,500
<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	\$14.0	
Subsector 482 – Rail Transportation			
482111	Line-Haul Railroads		1,500
482112	Short Line Railroads		500
Subsector 483 – Water Transportation¹⁵			
483111	Deep Sea Freight Transportation		500
483112	Deep Sea Passenger Transportation		500
483113	Coastal and Great Lakes Freight Transportation		500
483114	Coastal and Great Lakes Passenger Transportation		500
483211	Inland Water Freight Transportation		500
483212	Inland Water Passenger Transportation		500
Subsector 484 – Truck Transportation			
484110	General Freight Trucking, Local	\$25.5	
484121	General Freight Trucking, Long-Distance, Truckload	\$25.5	
484122	General Freight Trucking, Long-Distance, Less Than Truckload	\$25.5	
484210	Used Household and Office Goods Moving	\$25.5	
484220	Specialized Freight (except Used Goods) Trucking, Local	\$25.5	
484230	Specialized Freight (except Used Goods) Trucking, Long-Distance	\$25.5	
Subsector 485 – Transit and Ground Passenger Transportation			
485111	Mixed Mode Transit Systems	\$14.0	
485112	Commuter Rail Systems	\$14.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
485113	Bus and Other Motor Vehicle Transit Systems	\$14.0	
485119	Other Urban Transit Systems	\$14.0	
485210	Interurban and Rural Bus Transportation	\$14.0	
485310	Taxi Service	\$14.0	
485320	Limousine Service	\$14.0	
485410	School and Employee Bus Transportation	\$14.0	
485510	Charter Bus Industry	\$14.0	
485991	Special Needs Transportation	\$14.0	
485999	All Other Transit and Ground Passenger Transportation	\$14.0	
Subsector 486 – Pipeline Transportation			
486110	Pipeline Transportation of Crude Oil		1,500
486210	Pipeline Transportation of Natural Gas	\$25.5	
486910	Pipeline Transportation of Refined Petroleum Products		1,500
486990	All Other Pipeline Transportation	\$34.5	
Subsector 487 – Scenic and Sightseeing Transportation			
487110	Scenic and Sightseeing Transportation, Land	\$7.0	
487210	Scenic and Sightseeing Transportation, Water	\$7.0	
487990	Scenic and Sightseeing Transportation, Other	\$7.0	
Subsector 488 – Support Activities for Transportation			
488111	Air Traffic Control	\$30.0	
488119	Other Airport Operations	\$30.0	
488190	Other Support Activities for Air Transportation	\$30.0	
488210	Support Activities for Rail Transportation	\$14.0	
488310	Port and Harbor Operations	\$35.5	
488320	Marine Cargo Handling	\$35.5	
488330	Navigational Services to Shipping	\$35.5	
488390	Other Support Activities for Water Transportation	\$35.5	
488410	Motor Vehicle Towing	\$7.0	
488490	Other Support Activities for Road Transportation	\$7.0	
488510	Freight Transportation Arrangement ¹⁰	\$14.0 ¹⁰	
<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	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 491 – Postal Service			
491110	Postal Service	\$7.0	
Subsector 492 – Couriers and Messengers			
492110	Couriers and Express Delivery Services		1,500
492210	Local Messengers and Local Delivery	\$25.5	
Subsector 493 – Warehousing and Storage			
493110	General Warehousing and Storage	\$25.5	
493120	Refrigerated Warehousing and Storage	\$25.5	
493130	Farm Product Warehousing and Storage	\$25.5	
493190	Other Warehousing and Storage	\$25.5	
Sector 51 – Information			
Subsector 511 – Publishing Industries (except Internet)			
511110	Newspaper Publishers		500
511120	Periodical Publishers		500
511130	Book Publishers		500
511140	Directory and Mailing List Publishers		500
511191	Greeting Card Publishers		500
511199	All Other Publishers		500
511210	Software Publishers	\$35.5	
Subsector 512 – Motion Picture and Sound Recording Industries			
512110	Motion Picture and Video Production	\$30.0	
512120	Motion Picture and Video Distribution	\$29.5	
512131	Motion Picture Theaters (except Drive-Ins)	\$35.5	
512132	Drive-In Motion Picture Theaters	\$7.0	
512191	Teleproduction and Other Postproduction Services	\$29.5	
512199	Other Motion Picture and Video Industries	\$19.0	
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	\$10.0	
Subsector 515 – Broadcasting (except Internet)			
515111	Radio Networks	\$30.0	
515112	Radio Stations	\$35.5	
515120	Television Broadcasting	\$35.5	
515210	Cable and Other Subscription Programming	\$35.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 517 – Telecommunications			
517110	Wired Telecommunications Carriers		1,500
517210	Wireless Telecommunications Carriers (except Satellite)		1,500
517410	Satellite Telecommunications	\$30.0	
517911	Telecommunications Resellers		1,500
517919	All Other Telecommunications	\$30.0	
Subsector 518 – Data Processing, Hosting, and Related Services			
518210	Data Processing, Hosting, and Related Services	\$30.0	
Subsector 519 – Other Information Services			
519110	News Syndicates	\$25.5	
519120	Libraries and Archives	\$14.0	
519130	Internet Publishing and Broadcasting and Web Search Portals		500
519190	All Other Information Services	\$25.5	
Sector 52 – Finance and Insurance			
Subsector 522 – Credit Intermediation and Related Activities			
522110	Commercial Banking ⁸	\$175 million in assets ⁸	
522120	Savings Institutions ⁸	\$175 million in assets ⁸	
522130	Credit Unions ⁸	\$175 million in assets ⁸	
522190	Other Depository Credit Intermediation ⁸	\$175 million in assets ⁸	
522210	Credit Card Issuing ⁸	\$175 million in assets ⁸	
522220	Sales Financing	\$7.0	
522291	Consumer Lending	\$7.0	
522292	Real Estate Credit	\$7.0	
522293	International Trade Financing ⁸	\$175 million in assets ⁸	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
522294	Secondary Market Financing	\$7.0	
522298	All Other Nondepository Credit Intermediation	\$7.0	
522310	Mortgage and Nonmortgage Loan Brokers	\$7.0	
522320	Financial Transactions, Reserve, and Clearinghouse Activities	\$7.0	
522390	Other Activities Related to Credit Intermediation	\$7.0	
Subsector 523 – Financial Investments and Related Activities			
523110	Investment Banking and Securities Dealing	\$7.0	
523120	Securities Brokerage	\$7.0	
523130	Commodity Contracts Dealing	\$7.0	
523140	Commodity Contracts Brokerage	\$7.0	
523210	Securities and Commodity Exchanges	\$7.0	
523910	Miscellaneous Intermediation	\$7.0	
523920	Portfolio Management	\$7.0	
523930	Investment Advice	\$7.0	
523991	Trust, Fiduciary and Custody Activities	\$7.0	
523999	Miscellaneous Financial Investment Activities	\$7.0	
Subsector 524 – Insurance Carriers and Related Activities			
524113	Direct Life Insurance Carriers	\$7.0	
524114	Direct Health and Medical Insurance Carriers	\$7.0	
524126	Direct Property and Casualty Insurance Carriers		1,500
524127	Direct Title Insurance Carriers	\$7.0	
524128	Other Direct Insurance (except Life, Health and Medical) Carriers	\$7.0	
524130	Reinsurance Carriers	\$7.0	
524210	Insurance Agencies and Brokerages	\$7.0	
524291	Claims Adjusting	\$7.0	
524292	Third Party Administration of Insurance and Pension Funds	\$7.0	
524298	All Other Insurance Related Activities	\$7.0	
Subsector 525 – Funds, Trusts and Other Financial Vehicles			
525110	Pension Funds	\$7.0	
525120	Health and Welfare Funds	\$7.0	
525190	Other Insurance Funds	\$7.0	
525910	Open-End Investment Funds	\$7.0	
525920	Trusts, Estates, and Agency Accounts	\$7.0	
525990	Other Financial Vehicles	\$7.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Sector 53 – Real Estate and Rental and Leasing			
Subsector 531 – Real Estate			
531110	Lessors of Residential Buildings and Dwellings	\$25.0	
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	\$25.5	
531130	Lessors of Miniwarehouses and Self Storage Units	\$25.5	
531190	Lessors of Other Real Estate Property	\$25.5	
<i>Except,</i>	Leasing of Building Space to Federal Government by Owners ⁹	\$35.5 ⁹	
531210	Offices of Real Estate Agents and Brokers ¹⁰	\$7.0 ¹⁰	
531311	Residential Property Managers	\$7.0	
531312	Nonresidential Property Managers	\$7.0	
531320	Offices of Real Estate Appraisers	\$7.0	
531390	Other Activities Related to Real Estate	\$7.0	
Subsector 532 – Rental and Leasing Services			
532111	Passenger Car Rental	\$35.5	
532112	Passenger Car Leasing	\$35.5	
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	\$35.5	
532210	Consumer Electronics and Appliances Rental	\$35.5	
532220	Formal Wear and Costume Rental	\$19.0	
532230	Video Tape and Disc Rental	\$25.5	
532291	Home Health Equipment Rental	\$30.0	
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	\$30.0	
532412	Construction, Mining and Forestry Machinery and Equipment Rental and Leasing	\$30.0	
532420	Office Machinery and Equipment Rental and Leasing	\$30.0	
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	\$30.0	
Subsector 533 – Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)			
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	\$35.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Sector 54 – Professional, Scientific and Technical Services			
Subsector 541 – Professional, Scientific and Technical Services			
541110	Offices of Lawyers	\$10.0	
541191	Title Abstract and Settlement Offices	\$10.0	
541199	All Other Legal Services	\$10.0	
541211	Offices of Certified Public Accountants	\$19.0	
541213	Tax Preparation Services	\$19.0	
541214	Payroll Services	\$19.0	
541219	Other Accounting Services	\$19.0	
541310	Architectural Services	\$7.0	
541320	Landscape Architectural Services	\$7.0	
541330	Engineering Services	\$14.0	
<i>Except,</i>	Military and Aerospace Equipment and Military Weapons	\$35.5	
<i>Except,</i>	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	\$35.5	
<i>Except,</i>	Marine Engineering and Naval Architecture	\$35.5	
541340	Drafting Services	\$7.0	
541350	Building Inspection Services	\$7.0	
541360	Geophysical Surveying and Mapping Services	\$14.0	
541370	Surveying and Mapping (except Geophysical) Services	\$14.0	
541380	Testing Laboratories	\$14.0	
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	\$25.5	
541512	Computer Systems Design Services	\$25.5	
541513	Computer Facilities Management Services	\$25.5	
541519	Other Computer Related Services	\$25.5	
<i>Except,</i>	Information Technology Value Added Resellers ¹⁸		150 ¹⁸
541611	Administrative Management and General Management Consulting Services	\$14.0	
541612	Human Resources Consulting Services	\$14.0	
541613	Marketing Consulting Services	\$14.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
541614	Process, Physical Distribution and Logistics Consulting Services	\$14.0	
541618	Other Management Consulting Services	\$14.0	
541620	Environmental Consulting Services	\$14.0	
541690	Other Scientific and Technical Consulting Services	\$14.0	
541711	Research and Development in Biotechnology ¹¹		500 ¹¹
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) ¹¹		500 ¹¹
<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	\$19.0	
541810	Advertising Agencies ¹⁰	\$14.0 ¹⁰	
541820	Public Relations Agencies	\$14.0	
541830	Media Buying Agencies	\$14.0	
541840	Media Representatives	\$14.0	
541850	Outdoor Advertising	\$14.0	
541860	Direct Mail Advertising	\$14.0	
541870	Advertising Material Distribution Services	\$14.0	
541890	Other Services Related to Advertising	\$14.0	
541910	Marketing Research and Public Opinion Polling	\$14.0	
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	\$14.0	
Sector 55 – Management of Companies and Enterprises			
Subsector 551 – Management of Companies and Enterprises			
551111	Offices of Bank Holding Companies	\$7.0	
551112	Offices of Other Holding Companies	\$7.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Sector 56 – Administrative and Support, Waste Management and Remediation Services			
Subsector 561 – Administrative and Support Services			
561110	Office Administrative Services	\$7.0	
561210	Facilities Support Services ¹²	\$35.5 ¹²	
561311	Employment Placement Agencies	\$25.5	
561312	Executive Search Services	\$25.5	
561320	Temporary Help Services	\$25.5	
561330	Professional Employer Organizations	\$25.5	
561410	Document Preparation Services	\$14.0	
561421	Telephone Answering Services	\$14.0	
561422	Telemarketing Bureaus and Other contact Centers	\$14.0	
561431	Private Mail Centers	\$14.0	
561439	Other Business Service Centers (including Copy Shops)	\$14.0	
561440	Collection Agencies	\$14.0	
561450	Credit Bureaus	\$14.0	
561491	Repossession Services	\$14.0	
561492	Court Reporting and Stenotype Services	\$14.0	
561499	All Other Business Support Services	\$14.0	
561510	Travel Agencies ¹⁰	\$19.0 ¹⁰	
561520	Tour Operators ¹⁰	\$19.0 ¹⁰	
561591	Convention and Visitors Bureaus	19.0	
561599	All Other Travel Arrangement and Reservation Services	\$19.0	
561611	Investigation Services	\$19.0	
561612	Security Guards and Patrol Services	\$19.0	
561613	Armored Car Services	\$19.0	
561621	Security Systems Services (except Locksmiths)	\$19.0	
561622	Locksmiths	\$19.0	
561710	Exterminating and Pest Control Services	\$10.0	
561720	Janitorial Services	\$16.5	
561730	Landscaping Services	\$7.0	
561740	Carpet and Upholstery Cleaning Services	\$5.0	
561790	Other Services to Buildings and Dwellings	\$7.0	
561910	Packaging and Labeling Services	\$10.0	
561920	Convention and Trade Show Organizers ¹⁰	\$10.0 ¹⁰	
561990	All Other Support Services	\$10.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 562 – Waste Management and Remediation Services			
562111	Solid Waste Collection	\$35.5	
562112	Hazardous Waste Collection	\$35.5	
562119	Other Waste Collection	\$35.5	
562211	Hazardous Waste Treatment and Disposal	\$35.5	
562212	Solid Waste Landfill	\$35.5	
562213	Solid Waste Combustors and Incinerators	\$35.5	
562219	Other Nonhazardous Waste Treatment and Disposal	\$35.5	
562910	Remediation Services	\$19.0	
<i>Except,</i>	Environmental Remediation Services ¹⁴		500 ¹⁴
562920	Materials Recovery Facilities	\$19.0	
562991	Septic Tank and Related Services	\$7.0	
562998	All Other Miscellaneous Waste Management Services	\$7.0	
Sector 61 – Educational Services			
Subsector 611 – Educational Services			
611110	Elementary and Secondary Schools	\$10.0	
611210	Junior Colleges	\$19.0	
611310	Colleges, Universities and Professional Schools	\$25.5	
611410	Business and Secretarial Schools	\$7.0	
611420	Computer Training	\$10.0	
611430	Professional and Management Development Training	\$10.0	
611511	Cosmetology and Barber Schools	\$7.0	
611512	Flight Training	\$25.5	
611513	Apprenticeship Training	\$7.0	
611519	Other Technical and Trade Schools	\$14.0	
<i>Except,</i>	Job Corps Centers ¹⁶	\$35.5 ¹⁶	
611610	Fine Arts Schools	\$7.0	
611620	Sports and Recreation Instruction	\$7.0	
611630	Language Schools	\$10.0	
611691	Exam Preparation and Tutoring	\$7.0	
611692	Automobile Driving Schools	\$7.0	
611699	All Other Miscellaneous Schools and Instruction	\$10.0	
611710	Educational Support Services	\$14.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Sector 62 – Health Care and Social Assistance			
Subsector 621 – Ambulatory Health Care Services			
621111	Offices of Physicians (except Mental Health Specialists)	\$10.0	
621112	Offices of Physicians, Mental Health Specialists	\$10.0	
621210	Offices of Dentists	\$7.0	
621310	Offices of Chiropractors	\$7.0	
621320	Offices of Optometrists	\$7.0	
621330	Offices of Mental Health Practitioners (except Physicians)	\$7.0	
621340	Offices of Physical, Occupational and Speech Therapists and Audiologists	\$7.0	
621391	Offices of Podiatrists	\$7.0	
621399	Offices of All Other Miscellaneous Health Practitioners	\$7.0	
621410	Family Planning Centers	\$10.0	
621420	Outpatient Mental Health and Substance Abuse Centers	\$14.0	
621491	HMO Medical Centers	\$30.0	
621492	Kidney Dialysis Centers	\$35.5	
621493	Freestanding Ambulatory Surgical and Emergency Centers	\$14.0	
621498	All Other Outpatient Care Centers	\$19.0	
621511	Medical Laboratories	\$30.0	
621512	Diagnostic Imaging Centers	\$14.0	
621610	Home Health Care Services	\$14.0	
621910	Ambulance Services	\$14.0	
621991	Blood and Organ Banks	\$30.0	
621999	All Other Miscellaneous Ambulatory Health Care Services	\$14.0	
Subsector 622 – Hospitals			
622110	General Medical and Surgical Hospitals	\$35.5	
622210	Psychiatric and Substance Abuse Hospitals	\$35.5	
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals	\$35.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 623 – Nursing and Residential Care Facilities			
623110	Nursing Care Facilities (Skilled Nursing Facilities)	\$25.5	
623210	Residential Intellectual and Developmental Disability Facilities	\$14.0	
623220	Residential Mental Health and Substance Abuse Facilities	\$14.0	
623311	Continuing Care Retirement Communities	\$25.5	
623312	Assisted Living Facilities for the Elderly	\$10.0	
623990	Other Residential Care Facilities	\$10.0	
Subsector 624 – Social Assistance			
624110	Child and Youth Services	\$10.0	
624120	Services for the Elderly and Persons with Disabilities	\$10.0	
624190	Other Individual and Family Services	\$10.0	
624210	Community Food Services	\$10.0	
624221	Temporary Shelters	\$10.0	
624229	Other Community Housing Services	\$14.0	
624230	Emergency and Other Relief Services	\$30.0	
624310	Vocational Rehabilitation Services	\$10.0	
624410	Child Day Care Services	\$7.0	
Sector 71 – Arts, Entertainment and Recreation			
Subsector 711 – Performing Arts, Spectator Sports and Related Industries			
711110	Theater Companies and Dinner Theaters	\$7.0	
711120	Dance Companies	\$7.0	
711130	Musical Groups and Artists	\$7.0	
711190	Other Performing Arts Companies	\$7.0	
711211	Sports Teams and Clubs	\$7.0	
711212	Race Tracks	\$7.0	
711219	Other Spectator Sports	\$7.0	
711310	Promoters of Performing Arts, Sports and Similar Events with Facilities	\$7.0	
711320	Promoters of Performing Arts, Sports and Similar Events without Facilities	\$7.0	
711410	Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	\$7.0	
711510	Independent Artists, Writers, and Performers	\$7.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 712 – Museums, Historical Sites and Similar Institutions			
712110	Museums	\$7.0	
712120	Historical Sites	\$7.0	
712130	Zoos and Botanical Gardens	\$7.0	
712190	Nature Parks and Other Similar Institutions	\$7.0	
Subsector 713 – Amusement, Gambling and Recreation Industries			
713110	Amusement and Theme Parks	\$7.0	
713120	Amusement Arcades	\$7.0	
713210	Casinos (except Casino Hotels)	\$7.0	
713290	Other Gambling Industries	\$7.0	
713910	Golf Courses and Country Clubs	\$7.0	
713920	Skiing Facilities	\$7.0	
713930	Marinas	\$7.0	
713940	Fitness and Recreational Sports Centers	\$7.0	
713950	Bowling Centers	\$7.0	
713990	All Other Amusement and Recreation Industries	\$7.0	
Sector 72 – Accommodation and Food Services			
Subsector 721 – Accommodation			
721110	Hotels (except Casino Hotels) and Motels	\$30.0	
721120	Casino Hotels	\$30.0	
721191	Bed-and-Breakfast Inns	\$7.0	
721199	All Other Traveler Accommodation	\$7.0	
721211	RV (Recreational Vehicle) Parks and Campgrounds	\$7.0	
721214	Recreational and Vacation Camps (except Campgrounds)	\$7.0	
721310	Rooming and Boarding Houses	\$7.0	
Subsector 722 – Food Services and Drinking Places			
722310	Food Service Contractors	\$35.5	
722320	Caterers	\$7.0	
722330	Mobile Food Services	\$7.0	
722410	Drinking Places (Alcoholic Beverages)	\$7.0	
722511	Full-Service Restaurants	\$7.0	
722513	Limited-Service Restaurants	\$10.0	
722514	Cafeterias, Grill Buffets, and Buffets	\$25.5	
722515	Snack and Nonalcoholic Beverage Bars	\$7.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Sector 81 – Other Services			
Subsector 811 – Repair and Maintenance			
811111	General Automotive Repair	\$7.0	
811112	Automotive Exhaust System Repair	\$7.0	
811113	Automotive Transmission Repair	\$7.0	
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	\$7.0	
811121	Automotive Body, Paint and Interior Repair and Maintenance	\$7.0	
811122	Automotive Glass Replacement Shops	\$10.0	
811191	Automotive Oil Change and Lubrication Shops	\$7.0	
811192	Car Washes	\$7.0	
811198	All Other Automotive Repair and Maintenance	\$7.0	
811211	Consumer Electronics Repair and Maintenance	\$7.0	
811212	Computer and Office Machine Repair and Maintenance	\$25.5	
811213	Communication Equipment Repair and Maintenance	\$10.0	
811219	Other Electronic and Precision Equipment Repair and Maintenance	\$19.0	
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7.0	
811411	Home and Garden Equipment Repair and Maintenance	\$7.0	
811412	Appliance Repair and Maintenance	\$14.0	
811420	Reupholstery and Furniture Repair	\$7.0	
811430	Footwear and Leather Goods Repair	\$7.0	
811490	Other Personal and Household Goods Repair and Maintenance	\$7.0	
Subsector 812 – Personal and Laundry Services			
812111	Barber Shops	\$7.0	
812112	Beauty Salons	\$7.0	
812113	Nail Salons	\$7.0	
812191	Diet and Weight Reducing Centers	\$19.0	
812199	Other Personal Care Services	\$7.0	
812210	Funeral Homes and Funeral Services	\$7.0	
812220	Cemeteries and Crematories	\$19.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
812310	Coin-Operated Laundries and Drycleaners	\$7.0	
812320	Drycleaning and Laundry Services (except Coin-Operated)	\$5.0	
812331	Linen Supply	\$30.0	
812332	Industrial Launderers	\$35.5	
812910	Pet Care (except Veterinary) Services	\$7.0	
812921	Photofinishing Laboratories (except One-Hour)	\$19.0	
812922	One-Hour Photofinishing	\$14.0	
812930	Parking Lots and Garages	\$35.5	
812990	All Other Personal Services	\$7.0	
Subsector 813 – Religious, Grantmaking, Civic, Professional and Similar Organizations			
813110	Religious Organizations	\$7.0	
813211	Grantmaking Foundations	\$30.0	
813212	Voluntary Health Organizations	\$25.5	
813219	Other Grantmaking and Giving Services	\$35.5	
813311	Human Rights Organizations	\$25.5	
813312	Environment, Conservation and Wildlife Organizations	\$14.0	
813319	Other Social Advocacy Organizations	\$7.0	
813410	Civic and Social Organizations	\$7.0	
813910	Business Associations	\$7.0	
813920	Professional Organizations	\$14.0	
813930	Labor Unions and Similar Labor Organizations	\$7.0	
813940	Political Organizations	\$7.0	
813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)	\$7.0	
Sector 92 – Public Administration¹⁹			
(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, 221114, 221115, 221116, 221117, 221118, 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 \$35.5 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 Waste 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 align="center">Area I</p> <p>Office of Government Contracting Boston Area Office U.S. Small Business Administration 10 Causeway Street Room 265 Boston, MA 02222-1093 Tel: (617) 565-5622</p>	<p align="center">Area IV</p> <p>Office of Government Contracting Chicago Area Office U.S. Small Business Administration 500 West Madison Street Suite 1250 Chicago, IL 60661-2511 Tel: 312.353.7674</p>
<p align="center">Area II</p> <p>Office of Government Contracting Philadelphia Area Office U.S. Small Business Administration Parkview Tower 1150 First Avenue Suite 1001 King of Prussia, PA 19406 Tel: (610) 382-3190</p>	<p align="center">Area V</p> <p>Office Government Contracting Dallas Area Office U.S. Small Business Administration 4300 Amon Carter Boulevard, Suite 116 Fort Worth, TX 76155 Tel: (817) 684-5303</p>
<p align="center">Area III</p> <p>Office of Government Contracting Atlanta Area Office U.S. Small Business Administration 233 Peachtree Street, NE Suite 1805 Atlanta, GA 30309 Tel: (404) 331-7587</p>	<p align="center">Area VI</p> <p>Office of Government Contracting San Francisco Area Office U.S. Small Business Administration 455 Market Street 6th Floor San Francisco, CA 94105 Tel: (415) 744-8429</p>
<p align="center">IN WASHINGTON, DC, THERE ARE TWO OFFICES THAT YOU MAY CONTACT</p>	
<p align="center">Office of Size Standards</p> <p>U.S. Small Business Administration 409 3rd Street, SW Washington, DC 20416 Tel: (202) 205-6618</p>	<p align="center">Office of Contracting Assistance</p> <p>U.S. Small Business Administration 409 3rd Street, SW Washington, DC 20416 Tel: (202) 205-6460</p>

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" 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. If you do not care to bid, please respond to the bid request and note your reason.
- 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 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 formal 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 Standard Specifications for Municipal Construction 2011 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 the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid 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 Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received 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 Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners 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 Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification 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 specification 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 bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification 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 specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only 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 Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification 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 formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal 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 any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

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 Owners 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 specification 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 Owners' 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 Owners.
- 9.2 Such demonstration can be at the Owners 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 Owners 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 Owners reserve 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. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner 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, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, 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 Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. 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 Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners 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 Owner, as required by the specification 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 Owners 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 Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners 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 Owners.
- 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 Owners. 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 Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal 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 Owners 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 Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners 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 worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has 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 proposal 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 concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; 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-Lancaster County 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. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and 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, Lancaster County and City-County Public Building Commission 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, County and City-County Public Building Commission 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, County and City-County Public Building Commission will sign and date the Contract.
 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

22.1 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.

23. E-VERIFY

23.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE INSTRUCTIONS AND EXAMPLES

The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission recently updated the insurance requirements for services conducted on the premises. Please note that coverage amounts and other terms are now consistent for all three entities. Vendors must now provide a minimum of a Certificate of Accord and Endorsement for Additional Insured completed as shown in the attached Example documents. All companies which are not exempt from Workers Compensation insurance must also complete an endorsement as shown. Please make special note of the following:

Certificate of Liability Insurance

must be completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed. All other information including coverage amounts must also be completed as listed in the INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS document. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Additional Insured Endorsement

completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name and Policy Number must be completed by the Insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Workers Compensation Endorsement -

completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name, Policy Number and other information requested at the bottom of the page must be completed by the Insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

If you or your insurance carriers have questions regarding these requirements, please email Brienne at bcrooks@lincoln.ne.gov or call 402-441-7417.

Thank you.
City/County Purchasing

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

1. Insurance; Coverage

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

1.1 Workers' Compensation

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.2 Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.3 Automobile Liability

The Contractor shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.4 Builder's Risk Insurance (Required only if appropriate)

The Contractor shall purchase and maintain property insurance upon the entire work at the site as provided by Contract, unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. In the event the Contractor procures the builder's risk policy herein, the Contractor shall provide an endorsement to the City/County/PBC, in a form approved by the City/County/PBC demonstrating additional insured coverage for the City/County/PBC. Approval of such endorsement shall not be unreasonably withheld by the City/County/PBC.

**Coverage required whenever work under contract involves construction or repair of a building structure or bridge.*

1.4.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

1.5 Pollution Liability (Required only if appropriate)

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**Coverage required whenever work under contract involves pollution risk to the environment.*

1.6 Professional Liability (Required only if appropriate)

Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the Contractor.

**Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.*

1.7 Railroad Contractual Liability Insurance (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing. Contractual Liability Endorsement (ISO® form CG24170196 or newer) must be provided. The Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad.

1.7.1 Railroad Protective Liability (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.8 Errors and Omissions; Professional Liability; Cyber Insurance (Required only if appropriate)

The Contractor shall maintain in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for the City/County/PBC or on behalf of the City/County/PBC hereunder. Contractor's policy should also include network risk / cyber coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense). Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. The City/County/PBC shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

2. Additional Insured

An Additional Insured endorsement shall be provided to City/County/PBC naming City/County/PBC as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

3. Certificates

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the City/County/PBC within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

4. Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, the Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even

though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

5. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

6. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

7. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

8. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

9. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

10. Sovereign Immunity

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER	CONTACT NAME:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):		E-MAIL ADDRESS:	
INSURED	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A:			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as additionally insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln and/or
 Lancaster County and/or
 City of Lincoln/Lancaster County Public Building Commission
 555 South 10th Street
 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Example

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission

Example

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured

Effective Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

CITY OF LINCOLN BID PROTEST PROCEDURES

2.18.035 Bid Protests; Definitions; Appeals Board; Fees.

- (a) Definitions.
- (1) **Interested party** shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.
 - (2) **Protest** shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.
 - (3) **Protester** shall mean an interested party who has filed a protest pursuant to subsection (b).
 - (4) **Procurement Appeals Board** shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.
- (b) **Right to Protest.** An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest."

The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

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

- c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.
- (d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of \$500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester tiling 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).