

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Unit Price
Maintenance and Repair of Emergency Management Sirens
Bid No. 19-043**

**Blue Valley Public Safety Inc.
P.O. Box 363
509 James Rollo Dr.
Grain Valley, MO 64029
(816) 847-7502**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Blue Valley Public Safety Inc., P.O. Box 363, 509 James Rollo Dr., Grain Valley, MO 64029**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

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

For providing **Maintenance and Repair of Emergency Management Sirens, Bid No. 19-043**
and,

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

WHEREAS, the County, 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 County 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 County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

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

The County 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 County shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$44,000.00 during the contract term without approval by the Board of Commissioners.

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 County 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 County 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for two (2) additional two (2) year terms.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Insurance Certificate with Endorsements
 4. Unit Price Quote Sheet
 5. 2 CFR
 6. Small Business Table
 7. Special Provisions
 8. Specifications

9. Instructions to Bidders
10. Insurance Requirements
11. Proprietary Information – Bids
12. Notice to Bidders
13. Sales Tax Exemption Form 13

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.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

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
Lancaster County Signature Page

Vendor Signature Page

CONTRACT
Unit Price
Maintenance and Repair of Emergency Management Sirens
Bid No. 19-043
Lancaster County
Blue Valley Public Safety Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

D.J. Co

Seal



Blue Valley Public Safety, Inc.
Name of Corporation

P.O. Box 363, Grain Valley, MO 64029
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

Lancaster County Signature Page

**CONTRACT
Unit Price
Maintenance and Repair of Emergency Management Sirens
Bid No. 19-043
Lancaster County
Blue Valley Public Safety Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

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	19-043	Department		Department
Title	Unit Price - Maintenance and Repair of Emergency Management Sirens	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	1/28/2019 08:21 AM (CT)	Telephone	1 (402) 441-8313	Telephone
Close Date	2/27/2019 12:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company BLUE VALLEY PUBLIC SAFETY INC
 Address PO BOX 363
 509 JAMES ROLLO DR
 GRAIN VALLEY, MO 64029
 Contact DEE A. WIEDUWILT
 Department
 Building
 Floor/Room
 Telephone (816) 847-7502
 Fax (816) 847-7513
 Email DEE@BVPSONLINE.COM
 Submitted 2/27/2019 10:38:11 AM (CT)
 Total \$119.00

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

Signature Dee A. Wieduwilt

Email dee@bvpsonline.com

Supplier Notes

Please call with any questions! 800-288-5120
 Thank you,
 Dee

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	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	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
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this project.	Yes

9	Bid Bond Submission - County	<p>I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.</p> <p>Failure to submit bid bond within three (3) days may result in rejection of bid.</p> <p>YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!</p>	<p>I have scanned and attached my bid bond.</p>
10	References	<p>I have attached my References on Company letterhead to the Response Attachment section of this bid.</p>	<p>Yes</p>
11	DUNS Requirement	<p>A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided.</p> <p>If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do</p> <p>Failure to obtain a DUNS number may result in the rejection of your bid.</p>	<p>052372521</p>
12	SAM Requirement	<p>Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO</p> <p>IF NO, YOUR BID MAY BE REJECTED</p> <p>To register in the SAM system go to www.sam.gov - Click: Create User Account.</p>	<p>YES</p>
13	Small Business Information	<p>The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)</p> <p>1) Are you a Small Business according to the NAICS size guidelines? YES or NO? If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?</p> <p>2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO If YES, name the Sub-Contractors in the space provided.</p> <p>3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO If NO, why?</p>	<p>1) YES, 811213, 12 EMPLOYEES, \$2.7M; 2) YES, SCHMADER ELECTRIC</p>

14	Protest Procedures - Fed Grant	I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Yes
15	Unforeseen Emergency Situations	Will your company be available to perform services during unforeseen emergency situations such as natural or man-made disasters? Yes/No _____ List your hourly rate for this type of emergency. \$ _____	YES; \$119 PER HR, PORTAL TO PORTAL, PLUS PARTS
16	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	30%
17	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the type of equipment AND cost of rental from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	10%
18	Percentage Markup of all Subcontractors Cost	Percentage Markup of Sucontractor Costs. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	15%
19	Trip Charge	Does your company charge a Trip Charge for repair and maintenance works? Yes/No _____ If yes, list the charge:	NO
20	Hourly Rate Origination	Does your company charge the hourly rate for each Line Item from the time you leave your shop, or from the time you arrive on the job and begin work? _____ If you charge from the time you leave your shop, where is the shop located?	\$119 PER HR, PORTAL TO PORTAL; GRAIN VALLEY, MO
21	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
22	Government/Corporate Purchase Card	Will your company accept payment by a Visa/Purchase Card? Yes/No _____ 1) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No _____ 2) If yes, do you require payment upon receipt of order? Yes/No _____ 3) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No _____	Yes; 1) Yes, 3% of total invoice; 2) We invoice with Net 30 terms when equipment ships, or after work is complete, whichever applies; 3) YES
23	Purchase Order, Contract and Delivery Contact	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. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.	Dee A. Wieduwilt, Office Manager; dee@bvsonline.com; 816-847-7502

24 Contact

Name of person submitting this bid:

Dee A. Wieduwilt, Office Manager

25 Electronic Signature

Please check here for your electronic signature.

Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Supervisor, Superintendent or Forman Labor Rate Per Hour	\$119
Item Notes: Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits				
Supplier Notes: The above rate is for a technician who has been factory trained and authorized to service this equipment and will be the only personnel needed or included in this contractual agreement.				
2	1	EA	Master Electrician Labor Rate Per Hour	No Bid
Item Notes: Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits				
Supplier Notes:				
3	1	EA	Electrician Labor Rate Per Hour	No Bid
Item Notes: Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits				
Supplier Notes:				
4	1	EA	Apprentice Labor Rate Per Hour	No Bid
Item Notes: Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits				
Supplier Notes:				
5	1	EA	Laborer Labor Rate Per Hour	No Bid
Item Notes: Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits				
Supplier Notes:				
Response Total:				\$119.00

2/26/19

City of Lincoln / Lancaster County
440 S. 8th St.
Lincoln, NE 68508

Dear City / County Personnel,

I'd like to take the time and introduce Blue Valley Public Safety to you. Sometimes the relationships that we strive to build with our customers is lost in a response to a bid, and since we haven't worked with your agencies in the past, we are compelled to make sure you feel comfortable with our company before entering into a formal arrangement.

Blue Valley Public Safety was started in 1982 by Curtis and Norma Cates. Curtis was a Federal Signal employee and worked at a service center in Lenexa, KS. When the decision was made to shut down the service center, Curtis was asked by some Cities in the Kansas City area to stay and enter into contract to maintain their siren systems.

Fast forward to today, and BVPS is operated by Curtis's two sons (Brian and Dave Cates) and a staff of a dozen employees. BVPS currently maintains approximately 4,000 sirens in MO, KS, and Southern IL.

Until 2018 BVPS was only allowed to sell in MO, KS, CO and Southern IL. In 2018 Federal Signal additionally assigned IA, NE, WY and SD to Blue Valley as a sales territory. We are currently making the transition to offer the same level of services in this area as we have elsewhere.

It is important to note that BVPS is a representative of Federal Signal. Most other siren manufacturers use dealers who buy and resell. Federal Signal sells direct and BVPS quotes product on their behalf. This maintains the relationship directly with the manufacturer. We feel this is important to ensure that our customers know that their warranty is backed by the manufacturer.

In the case of services like maintenance, repairs or battery changes, we offer those direct from BVPS or through Federal Signal if it involves new product installation.



BVPS is a Factory Authorized Service Center for Federal Signal. Our technicians are trained at the factory on these products. We make every attempt to maintain the original factory specifications on any repairs we make. Each technician has a truck with a lift on the back and carries about \$60,000 worth of parts for sirens. We pride ourselves on being able to make most repairs on the first trip, and we do not charge for additional trips if we didn't have the necessary part to make the repair.

(This does not include trips where it is found that it will require a crane to make repairs or on obsolete sirens that are more than 30 years old)

All our repairs are warranted for a 1-year period which includes onsite labor costs.

Specific Information regarding this contract

Alternative "Standard Contract"

BVPS holds service and maintenance contracts with 88 Cities and Counties and has maintained many of them for over 20 years; however, we have never had one structured quite like this. While we are happy to comply with the specifics of this contract, we want to make you aware of the standard method that is used by most customers.

Typically, our customers are looking for a number that can be budgeted every year so that all costs are known up front, we are able to do this by offering what really amounts to an extended warranty. It would include all labor and parts. Batteries are pro-rated over a 4-year period so that they are changed on time. We can accommodate older sirens as we maintain parts for many sirens dating back to the 1950's.

The only repairs that are not covered are those due to lightning damage, vandalism or misuse.

A typical siren will cost about \$40-75 per month and an initial assessment of the system is required in which all issues related to the system will be addressed to get the entire system working properly.

We wanted to make you aware of this as an alternative to consider in the future. If you are interested in this approach, we would be happy to discuss this with you at your convenience.

References

If you would like to discuss our work with some of our customers with similar systems, we have listed a few here that we maintain and perform service on. On request we would be happy to provide you with our entire list.

City of Kansas City, MO (147 Sirens)

Contact: Steve Bean – 816-513-8604

stephen.bean@kcmo.org



City of Kansas City, KS (88 Sirens)

Contact: Matt May – 913-573-6337
emergencymanagement@wycokck.org

Rochester / Olmsted County, MN (95 Sirens)

Contact: Capt. Mike Bromberg – 507-328-6101
bromberg.mike@co.olmsted.mn.us

Ameren Callaway Nuclear Operating Station

This facility covers 4 Counties in Missouri and has 42 sirens
This is a smaller system but has high compliance requirements

Contact: John Bassford – 314-974-8945
jbassford@ameren.com

Thank You for considering us and please feel free to contact us with any questions regarding this bid or our company.

Brian Cates
General Manager

Dave Cates
Service Manager

Dee Wieduwilt
Office Manager

1-800-288-5120



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2019

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 Creative Planning Property & Casualty LLC 5440 West 110th Street Suite 101 Overland Park KS 66211	CONTACT NAME: Terri Johnson
	PHONE (A/C, No, Ext): (913) 341-0900 FAX (A/C, No): (913) 341-0901
	E-MAIL ADDRESS: certificates@creativeplanning.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Cincinnati Specialty Underwriters Ins. Co. NAIC # 13037
	INSURER B : Cincinnati Insurance Company 10677
	INSURER C : American Interstate Insurance Co.
	INSURER D :
	INSURER E :
	INSURER F :

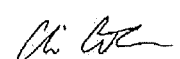
COVERAGES CERTIFICATE NUMBER: 18/19 Master REVISION NUMBER:

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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SUBJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CSU0050784	09/07/2018	09/07/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	EBA0209327	09/07/2018	09/07/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSU0050785	09/07/2018	09/07/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
C	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	N/A	Y	AVWCMO2731782018	09/07/2018	09/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment			ENP0209327	09/07/2018	09/07/2019	Limits \$25,000 Deductible \$500	

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

Certificate holder is an additional insured on a primary and non-contributory basis including ongoing and completed operations with respects to the General Liability when required by written agreement. Certificate holder is an additional insured with respects to the Automobile Liability when required by written agreement. A Waiver of Subrogation is included with respects to the General Liability, Automobile Liability and Workers Compensation when required by written agreement and where allowed by law. Excess Liability follows form. Notice of Cancellation: 10 day non-pay, 30 day all other.

CERTIFICATE HOLDER Lancaster County 575 S. 10th Street Lincoln NE 68508	CANCELLATION 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 -AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU -
OPERATIONS AND COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.

4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-07-2018	Policy Number: EBA 020 93 27
Named Insured: BLUE VALLEY PUBLIC SAFETY INC DBA CATES AUDIO	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

This premium for this endorsement is shown in the Schedule.

Schedule

- 1. Specific Waiver
Name of person or organization

- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:

- 3. Premium:

Specific Waiver
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above persons(s) or organization(s) arising out of the operations described.

Blanket Waiver
The premium charge for this endorsement shall be 2 percent of the total manual premium arising out of the operations described.

- 4. Minimum Premium: \$ 250

- 5. Advance Premium:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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 Effective 09/07/2018 Policy No. AVWCMO2731782018 Endorsement No. Premium:

Insured BLUE VALLEY PUBLIC SAFETY, INC. DBA Gates Audio

Insurance Company AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by _____

**LANCASTER COUNTY
UNIT PRICE QUOTATION**

This Document Is Required For All Unit Price Projects

Unit Price - Maintenance and Repair of Emergency Management Sirens, Bid No. 19-043

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): Blue Valley Public Safety Inc. **AWARD LEVEL: 1**

PROJECT DESCRIPTION: _____

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	per hr. rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman	\$119.00		
Master Electrician	No Bid		
Electrician	No Bid		
Apprentice	No Bid		
Laborer	No Bid		
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs		10%	
Total Materials Cost		30%	
Total Shipping/Freight Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		15%	
Sub No. 2		15%	

TOTAL ESTIMATED COST -- NOT TO EXCEED:

\$	
----	--

FIRM: _____

BY: _____

ADDRESS: _____

APPROVED BY: _____

Department Agency/Rep

PHONE NO: _____

DATE: _____

Change Order #: _____ Accepted: _____ Not Accepted : _____
--

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) Equal 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
February 26, 2016*

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	\$7.5	
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	\$15.0	
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	\$11.0	
113210	Forest Nurseries and Gathering of Forest Products	\$11.0	
113310	Logging		500
Subsector 114 – Fishing, Hunting and Trapping			
114111	Finfish Fishing	\$20.5	
114112	Shellfish Fishing	\$5.5	
114119	Other Marine Fishing	\$7.5	
114210	Hunting and Trapping	\$5.5	
Subsector 115 – Support Activities for Agriculture and Forestry			
115111	Cotton Ginning	\$11.0	
115112	Soil Preparation, Planting, and Cultivating	\$7.5	
115113	Crop Harvesting, Primarily by Machine	\$7.5	
115114	Postharvest Crop Activities (except Cotton Ginning)	\$27.5	
115115	Farm Labor Contractors and Crew Leaders	\$15.0	
115116	Farm Management Services	\$7.5	
115210	Support Activities for Animal Production	\$7.5	
115310	Support Activities for Forestry	\$7.5	
<i>Except,</i>	Forest Fire Suppression ¹⁷	\$19.0 ¹⁷	
<i>Except,</i>	Fuels Management Services ¹⁷	\$19.0 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		1,250
211112	Natural Gas Liquid Extraction		750
Subsector 212 – Mining (except Oil and Gas)			
212111	Bituminous Coal and Lignite Surface Mining		1,250
212112	Bituminous Coal Underground Mining		1,500
212113	Anthracite Mining		250
212210	Iron Ore Mining		750
212221	Gold Ore Mining		1,500
212222	Silver Ore Mining		250
212231	Lead Ore and Zinc Ore Mining		750
212234	Copper Ore and Nickel Ore Mining		1,500
212291	Uranium-Radium-Vanadium Ore Mining		250
212299	All Other Metal Ore Mining		750
212311	Dimension Stone Mining and Quarrying		500
212312	Crushed and Broken Limestone Mining and Quarrying		750
212313	Crushed and Broken Granite Mining and Quarrying		750
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		750
212325	Clay and Ceramic and Refractory Minerals Mining		500
212391	Potash, Soda, and Borate Mineral Mining		750
212392	Phosphate Rock Mining		1,000
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		1,000
213112	Support Activities for Oil and Gas Operations	\$38.5	
213113	Support Activities for Coal Mining	\$20.5	
213114	Support Activities for Metal Mining	\$20.5	
213115	Support Activities for Nonmetallic Minerals (except Fuels)	\$7.5	

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		500
221112	Fossil Fuel Electric Power Generation		750
221113	Nuclear Electric Power Generation		750
221114	Solar Electric Power Generation		250
221115	Wind Electric Power Generation		250
221116	Geothermal Electric Power Generation		250
221117	Biomass Electric Power Generation		250
221118	Other Electric Power Generation		250
221121	Electric Bulk Power Transmission and Control		500
221122	Electric Power Distribution		1,000
221210	Natural Gas Distribution		1,000
221310	Water Supply and Irrigation Systems	\$27.5	
221320	Sewage Treatment Facilities	\$20.5	
221330	Steam and Air-Conditioning Supply	\$15.0	
Sector 23 – Construction			
Subsector 236 – Construction of Buildings			
236115	New Single-family Housing Construction (Except For-Sale Builders)	\$36.5	
236116	New Multifamily Housing Construction (except For-Sale Builders)	\$36.5	
236117	New Housing For-Sale Builders	\$36.5	
236118	Residential Remodelers	\$36.5	
236210	Industrial Building Construction	\$36.5	
236220	Commercial and Institutional Building Construction	\$36.5	
Subsector 237 – Heavy and Civil Engineering Construction			
237110	Water and Sewer Line and Related Structures Construction	\$36.5	
237120	Oil and Gas Pipeline and Related Structures Construction	\$36.5	
237130	Power and Communication Line and Related Structures Construction	\$36.5	
237210	Land Subdivision	\$27.5	
237310	Highway, Street, and Bridge Construction	\$36.5	
237990	Other Heavy and Civil Engineering Construction	\$36.5	
<i>Except,</i>	Dredging and Surface Cleanup Activities ²	\$27.5 ²	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 238 – Specialty Trade Contractors			
238110	Poured Concrete Foundation and Structure Contractors	\$15.0	
238120	Structural Steel and Precast Concrete Contractors	\$15.0	
238130	Framing Contractors	\$15.0	
238140	Masonry Contractors	\$15.0	
238150	Glass and Glazing Contractors	\$15.0	
238160	Roofing Contractors	\$15.0	
238170	Siding Contractors	\$15.0	
238190	Other Foundation, Structure, and Building Exterior Contractors	\$15.0	
238210	Electrical Contractors and Other Wiring Installation Contractors	\$15.0	
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$15.0	
238290	Other Building Equipment Contractors	\$15.0	
238310	Drywall and Insulation Contractors	\$15.0	
238320	Painting and Wall Covering Contractors	\$15.0	
238330	Flooring Contractors	\$15.0	
238340	Tile and Terrazzo Contractors	\$15.0	
238350	Finish Carpentry Contractors	\$15.0	
238390	Other Building Finishing Contractors	\$15.0	
238910	Site Preparation Contractors	\$15.0	
238990	All Other Specialty Trade Contractors ¹³	\$15.0 ¹³	
Sector 31 – 33 – Manufacturing			
Subsector 311 – Food Manufacturing			
311111	Dog and Cat Food Manufacturing		1,000
311119	Other Animal Food Manufacturing		500
311211	Flour Milling		1,000
311212	Rice Milling		500
311213	Malt Manufacturing		500
311221	Wet Corn Milling		1,250
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		1,000
311340	Nonchocolate Confectionery Manufacturing		1,000

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
311351	Chocolate and Confectionery Manufacturing from Cacao Beans		1,250
311352	Confectionery Manufacturing from Purchased Chocolate		1,000
311411	Frozen Fruit, Juice and Vegetable Manufacturing		1,000
311412	Frozen Specialty Food Manufacturing		1,250
311421	Fruit and Vegetable Canning ³		1,000 ³
311422	Specialty Canning		1,250
311423	Dried and Dehydrated Food Manufacturing		750
311511	Fluid Milk Manufacturing		1,000
311512	Creamery Butter Manufacturing		750
311513	Cheese Manufacturing		1,250
311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing		750
311520	Ice Cream and Frozen Dessert Manufacturing		1,000
311611	Animal (except Poultry) Slaughtering		1,000
311612	Meat Processed from Carcasses		1,000
311613	Rendering and Meat Byproduct Processing		750
311615	Poultry Processing		1,250
311710	Seafood Product Preparation and Packaging		750
311811	Retail Bakeries		500
311812	Commercial Bakeries		1,000
311813	Frozen Cakes, Pies, and Other Pastries Manufacturing		750
311821	Cookie and Cracker Manufacturing		1,250
311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour		750
311830	Tortilla Manufacturing		1,250
311911	Roasted Nuts and Peanut Butter Manufacturing		750
311919	Other Snack Food Manufacturing		1,250
311920	Coffee and Tea Manufacturing		750
311930	Flavoring Syrup and Concentrate Manufacturing		1,000
311941	Mayonnaise, Dressing and Other Prepared Sauce Manufacturing		750
311942	Spice and Extract Manufacturing		500
311991	Perishable Prepared Food Manufacturing		500
311999	All Other Miscellaneous Food Manufacturing		500

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 312 – Beverage and Tobacco Product Manufacturing			
312111	Soft Drink Manufacturing		1,250
312112	Bottled Water Manufacturing		1,000
312113	Ice Manufacturing		750
312120	Breweries		1,250
312130	Wineries		1,000
312140	Distilleries		1,000
312230	Tobacco Manufacturing		1,500
Subsector 313 – Textile Mills			
313110	Fiber, Yarn, and Thread Mills		1,250
313210	Broadwoven Fabric Mills		1,000
313220	Narrow Fabric Mills and Schiffli Machine Embroidery		500
313230	Nonwoven Fabric Mills		750
313240	Knit Fabric Mills		500
313310	Textile and Fabric Finishing Mills		1,000
313320	Fabric Coating Mills		1,000
Subsector 314 – Textile Product Mills			
314110	Carpet and Rug Mills		1,500
314120	Curtain and Linen Mills		750
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		750
315190	Other Apparel Knitting Mills		750
315210	Cut and Sew Apparel Contractors		750
315220	Men's and Boys' Cut and Sew Apparel Manufacturing		750
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing		750
315280	Other Cut and Sew Apparel Manufacturing		750
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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
316992	Women's Handbag and Purse Manufacturing		750
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		1,250
321213	Engineered Wood Member (except Truss) Manufacturing		750
321214	Truss Manufacturing		500
321219	Reconstituted Wood Product Manufacturing		750
321911	Wood Window and Door Manufacturing		1,000
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		1,250
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		1,250
322122	Newsprint Mills		750
322130	Paperboard Mills		1,250
322211	Corrugated and Solid Fiber Box Manufacturing		1,250
322212	Folding Paperboard Box Manufacturing		750
322219	Other Paperboard Container Manufacturing		1,000
322220	Paper Bag and Coated and Treated Paper Manufacturing		750
322230	Stationery Product Manufacturing		750
322291	Sanitary Paper Product Manufacturing		1,500
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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
323117	Books Printing		1,250
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		750
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		1,250
325199	All Other Basic Organic Chemical Manufacturing		1,250
325211	Plastics Material and Resin Manufacturing		1,250
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		750
325314	Fertilizer (Mixing Only) Manufacturing		500
325320	Pesticide and Other Agricultural Chemical Manufacturing		1,000
325411	Medicinal and Botanical Manufacturing		1,000
325412	Pharmaceutical Preparation Manufacturing		1,250
325413	In-Vitro Diagnostic Substance Manufacturing		1,250
325414	Biological Product (except Diagnostic) Manufacturing		1,250
325510	Paint and Coating Manufacturing		1,000
325520	Adhesive Manufacturing		500
325611	Soap and Other Detergent Manufacturing		1,000
325612	Polish and Other Sanitation Good Manufacturing		750
325613	Surface Active Agent Manufacturing		750
325620	Toilet Preparation Manufacturing		1,250

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
325910	Printing Ink Manufacturing		500
325920	Explosives Manufacturing		750
325991	Custom Compounding of Purchased Resins		500
325992	Photographic Film, Paper, Plate and Chemical Manufacturing		1,500
325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing		500
Subsector 326 – Plastics and Rubber Products Manufacturing			
326111	Plastic Bag and Pouch Manufacturing		750
326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing		1,000
326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing		750
326121	Unlaminated Plastics Profile Shape Manufacturing		500
326122	Plastics Pipe and Pipe Fitting Manufacturing		750
326130	Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing		500
326140	Polystyrene Foam Product Manufacturing		1,000
326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing		750
326160	Plastics Bottle Manufacturing		1,250
326191	Plastics Plumbing Fixture Manufacturing		750
326199	All Other Plastics Product Manufacturing		750
326211	Tire Manufacturing (except Retreading) ⁵		1,500 ⁵
326212	Tire Retreading		500
326220	Rubber and Plastics Hoses and Belting Manufacturing		750
326291	Rubber Product Manufacturing for Mechanical Use		750
326299	All Other Rubber Product Manufacturing		500
Subsector 327 – Nonmetallic Mineral Product Manufacturing			
327110	Pottery, Ceramics, and Plumbing Fixture Manufacturing		1,000
327120	Clay Building Material and Refractories Manufacturing		750
327211	Flat Glass Manufacturing		1,000
327212	Other Pressed and Blown Glass and Glassware Manufacturing		1,250
327213	Glass Container Manufacturing		1,250

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
327215	Glass Product Manufacturing Made of Purchased Glass		1,000
327310	Cement Manufacturing		1,000
327320	Ready-Mix Concrete Manufacturing		500
327331	Concrete Block and Brick Manufacturing		500
327332	Concrete Pipe Manufacturing		750
327390	Other Concrete Product Manufacturing		500
327410	Lime Manufacturing		750
327420	Gypsum Product Manufacturing		1,500
327910	Abrasive Product Manufacturing		750
327991	Cut Stone and Stone Product Manufacturing		500
327992	Ground or Treated Mineral and Earth Manufacturing		500
327993	Mineral Wool Manufacturing		1,500
327999	All Other Miscellaneous Nonmetallic Mineral Product Manufacturing		500
Subsector 331 – Primary Metal Manufacturing			
331110	Iron and Steel Mills and Ferroalloy Manufacturing		1,500
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		1,250
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		1,000
331512	Steel Investment Foundries		1,000
331513	Steel Foundries (except Investment)		500
331523	Nonferrous Metal Die-Casting Foundries		500

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
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		750
332112	Nonferrous Forging		750
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		750
332216	Saw Blade and Handtool Manufacturing		750
332311	Prefabricated Metal Building and Component Manufacturing		750
332312	Fabricated Structural Metal Manufacturing		500
332313	Plate Work Manufacturing		750
332321	Metal Window and Door Manufacturing		750
332322	Sheet Metal Work Manufacturing		500
332323	Ornamental and Architectural Metal Work Manufacturing		500
332410	Power Boiler and Heat Exchanger Manufacturing		750
332420	Metal Tank (Heavy Gauge) Manufacturing		750
332431	Metal Can Manufacturing		1,500
332439	Other Metal Container Manufacturing		500
332510	Hardware Manufacturing		750
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		750

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
332912	Fluid Power Valve and Hose Fitting Manufacturing		1,000
332913	Plumbing Fixture Fitting and Trim Manufacturing		1,000
332919	Other Metal Valve and Pipe Fitting Manufacturing		750
332991	Ball and Roller Bearing Manufacturing		1,250
332992	Small Arms Ammunition Manufacturing		1,250
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		1,250
333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing		1,500
333120	Construction Machinery Manufacturing		1,250
333131	Mining Machinery and Equipment Manufacturing		500
333132	Oil and Gas Field Machinery and Equipment Manufacturing		1,250
333241	Food Product Machinery Manufacturing		500
333242	Semiconductor Machinery Manufacturing		1,500
333243	Sawmill, Woodworking, and Paper Machinery Manufacturing		500
333244	Printing Machinery and Equipment Manufacturing		750
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		1,250

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
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		1,500
333612	Speed Changer, Industrial High-Speed Drive and Gear Manufacturing		750
333613	Mechanical Power Transmission Equipment Manufacturing		750
333618	Other Engine Equipment Manufacturing		1,500
333911	Pump and Pumping Equipment Manufacturing		750
333912	Air and Gas Compressor Manufacturing		1,000
333913	Measuring and Dispensing Pump Manufacturing		750
333921	Elevator and Moving Stairway Manufacturing		1,000
333922	Conveyor and Conveying Equipment Manufacturing		500
333923	Overhead Traveling Crane, Hoist and Monorail System Manufacturing		1,250
333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing		750
333991	Power-Driven Hand Tool Manufacturing		500
333992	Welding and Soldering Equipment Manufacturing		1,250
333993	Packaging Machinery Manufacturing		500
333994	Industrial Process Furnace and Oven Manufacturing		500
333995	Fluid Power Cylinder and Actuator Manufacturing		750
333996	Fluid Power Pump and Motor Manufacturing		1,250
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		1,250
334112	Computer Storage Device Manufacturing		1,250

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
334118	Computer Terminal and Other Computer Peripheral Equipment Manufacturing		1,000
334210	Telephone Apparatus Manufacturing		1,250
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing		1,250
334290	Other Communications Equipment Manufacturing		750
334310	Audio and Video Equipment Manufacturing		750
334412	Bare Printed Circuit Board Manufacturing		750
334413	Semiconductor and Related Device Manufacturing		1,250
334416	Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing		500
334417	Electronic Connector Manufacturing		1,000
334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing		750
334419	Other Electronic Component Manufacturing		750
334510	Electromedical and Electrotherapeutic Apparatus Manufacturing		1,250
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing		1,250
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		750
334514	Totalizing Fluid Meter and Counting Device Manufacturing		750
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals		750
334516	Analytical Laboratory Instrument Manufacturing		1,000
334517	Irradiation Apparatus Manufacturing		1,000
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		1,250

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 335 – Electrical Equipment, Appliance and Component Manufacturing⁶			
335110	Electric Lamp Bulb and Part Manufacturing		1,250
335121	Residential Electric Lighting Fixture Manufacturing		750
335122	Commercial, Industrial and Institutional Electric Lighting Fixture Manufacturing		500
335129	Other Lighting Equipment Manufacturing		500
335210	Small Electrical Appliance Manufacturing		1,500
335221	Household Cooking Appliance Manufacturing		1,500
335222	Household Refrigerator and Home Freezer Manufacturing		1,250
335224	Household Laundry Equipment Manufacturing		1,250
335228	Other Major Household Appliance Manufacturing		1,000
335311	Power, Distribution and Specialty Transformer Manufacturing		750
335312	Motor and Generator Manufacturing		1,250
335313	Switchgear and Switchboard Apparatus Manufacturing		1,250
335314	Relay and Industrial Control Manufacturing		750
335911	Storage Battery Manufacturing		1,250
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		1,000
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		1,500
336112	Light Truck and Utility Vehicle Manufacturing		1,500
336120	Heavy Duty Truck Manufacturing		1,500
336211	Motor Vehicle Body Manufacturing		1,000
336212	Truck Trailer Manufacturing		1,000
336213	Motor Home Manufacturing		1,250
336214	Travel Trailer and Camper Manufacturing		1,000

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
336310	Motor Vehicle Gasoline Engine and Engine Parts Manufacturing		1,000
336320	Motor Vehicle Electrical and Electronic Equipment Manufacturing		1,000
336330	Motor Vehicle Steering and Suspension Components (except Spring) Manufacturing		1,000
336340	Motor Vehicle Brake System Manufacturing		1,250
336350	Motor Vehicle Transmission and Power Train Parts Manufacturing		1,500
336360	Motor Vehicle Seating and Interior Trim Manufacturing		1,500
336370	Motor Vehicle Metal Stamping		1,000
336390	Other Motor Vehicle Parts Manufacturing		1,000
336411	Aircraft Manufacturing		1,500
336412	Aircraft Engine and Engine Parts Manufacturing		1,500
336413	Other Aircraft Part and Auxiliary Equipment Manufacturing ⁷		1,250 ⁷
336414	Guided Missile and Space Vehicle Manufacturing		1,250
336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing		1,250
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing		1,000
336510	Railroad Rolling Stock Manufacturing		1,500
336611	Ship Building and Repairing		1,250
336612	Boat Building		1,000
336991	Motorcycle, Bicycle and Parts Manufacturing		1,000
336992	Military Armored Vehicle, Tank and Tank Component Manufacturing		1,500
336999	All Other Transportation Equipment Manufacturing		1,000
Subsector 337 – Furniture and Related Product Manufacturing			
337110	Wood Kitchen Cabinet and Counter Top Manufacturing		750
337121	Upholstered Household Furniture Manufacturing		1,000
337122	Nonupholstered Wood Household Furniture Manufacturing		750
337124	Metal Household Furniture Manufacturing		750

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
337125	Household Furniture (except Wood and Metal) Manufacturing		750
337127	Institutional Furniture Manufacturing		500
337211	Wood Office Furniture Manufacturing		1,000
337212	Custom Architectural Woodwork and Millwork Manufacturing		500
337214	Office Furniture (Except Wood) Manufacturing		1,000
337215	Showcase, Partition, Shelving, and Locker Manufacturing		500
337910	Mattress Manufacturing		1,000
337920	Blind and Shade Manufacturing		1,000
Subsector 339 – Miscellaneous Manufacturing			
339112	Surgical and Medical Instrument Manufacturing		1,000
339113	Surgical Appliance and Supplies Manufacturing		750
339114	Dental Equipment and Supplies Manufacturing		750
339115	Ophthalmic Goods Manufacturing		1,000
339116	Dental Laboratories		500
339910	Jewelry and Silverware Manufacturing		500
339920	Sporting and Athletic Goods Manufacturing		750
339930	Doll, Toy, and Game Manufacturing		500
339940	Office Supplies (except Paper) Manufacturing		750
339950	Sign Manufacturing		500
339991	Gasket, Packing, and Sealing Device Manufacturing		500
339992	Musical Instrument Manufacturing		1,000
339993	Fastener, Button, Needle and Pin Manufacturing		750
339994	Broom, Brush and Mop Manufacturing		500
339995	Burial Casket Manufacturing		1,000
339999	All Other Miscellaneous Manufacturing		500

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
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		250
423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers		200
423130	Tire and Tube Merchant Wholesalers		200
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		150
423320	Brick, Stone, and Related Construction Material Merchant Wholesalers		150
423330	Roofing, Siding, and Insulation Material Merchant Wholesalers		200
423390	Other Construction Material Merchant Wholesalers		100
423410	Photographic Equipment and Supplies Merchant Wholesalers		200
423420	Office Equipment Merchant Wholesalers		200
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers		250
423440	Other Commercial Equipment Merchant Wholesalers		100
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers		200
423460	Ophthalmic Goods Merchant Wholesalers		150
423490	Other Professional Equipment and Supplies Merchant Wholesalers		150
423510	Metal Service Centers and Other Metal Merchant Wholesalers		200

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
423520	Coal and Other Mineral and Ore Merchant Wholesalers		100
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers		200
423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers		200
423690	Other Electronic Parts and Equipment Merchant Wholesalers		250
423710	Hardware Merchant Wholesalers		150
423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers		200
423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers		150
423740	Refrigeration Equipment and Supplies Merchant Wholesalers		100
423810	Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers		250
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		150
423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers		100
423920	Toy and Hobby Goods and Supplies Merchant Wholesalers		150
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

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 424 – Merchant Wholesalers, Nondurable Goods			
424110	Printing and Writing Paper Merchant Wholesalers		200
424120	Stationary and Office Supplies Merchant Wholesalers		150
424130	Industrial and Personal Service Paper Merchant Wholesalers		150
424210	Drugs and Druggists' Sundries Merchant Wholesalers		250
424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers		100
424320	Men's and Boys' Clothing and Furnishings Merchant Wholesalers		150
424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers		100
424340	Footwear Merchant Wholesalers		200
424410	General Line Grocery Merchant Wholesalers		250
424420	Packaged Frozen Food Merchant Wholesalers		200
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers		200
424440	Poultry and Poultry Product Merchant Wholesalers		150
424450	Confectionery Merchant Wholesalers		200
424460	Fish and Seafood Merchant Wholesalers		100
424470	Meat and Meat Product Merchant Wholesalers		150
424480	Fresh Fruit and Vegetable Merchant Wholesalers		100
424490	Other Grocery and Related Products Merchant Wholesalers		250
424510	Grain and Field Bean Merchant Wholesalers		200
424520	Livestock Merchant Wholesalers		100
424590	Other Farm Product Raw Material Merchant Wholesalers		100
424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers		150
424690	Other Chemical and Allied Products Merchant Wholesalers		150
424710	Petroleum Bulk Stations and Terminals		200
424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)		200
424810	Beer and Ale Merchant Wholesalers		200

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers		250
424910	Farm Supplies Merchant Wholesalers		200
424920	Book, Periodical, and Newspaper Merchant Wholesalers		200
424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers		100
424940	Tobacco and Tobacco Product Merchant Wholesalers		250
424950	Paint, Varnish, and Supplies Merchant Wholesalers		150
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			
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Subsector 441 – Motor Vehicle and Parts Dealers			
441110	New Car Dealers		200
441120	Used Car Dealers	\$25.0	
441210	Recreational Vehicle Dealers	\$32.5	
441222	Boat Dealers	\$32.5	
441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers	\$32.5	
441310	Automotive Parts and Accessories Stores	\$15.0	
441320	Tire Dealers	\$15.0	
Subsector 442 – Furniture and Home Furnishings Stores			
442110	Furniture Stores	\$20.5	
442210	Floor Covering Stores	\$7.5	
442291	Window Treatment Stores	\$7.5	
442299	All Other Home Furnishings Stores	\$20.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 443 – Electronics and Appliance Stores			
443141	Household Appliance Stores	\$11.0	
443142	Electronics Stores	\$32.5	
Subsector 444 – Building Material and Garden Equipment and Supplies Dealers			
444110	Home Centers	\$38.5	
444120	Paint and Wallpaper Stores	\$27.5	
444130	Hardware Stores	\$7.5	
444190	Other Building Material Dealers	\$20.5	
444210	Outdoor Power Equipment Stores	\$7.5	
444220	Nursery and Garden Centers	\$11.0	
Subsector 445 – Food and Beverage Stores			
445110	Supermarkets and Other Grocery (except Convenience) Stores	\$32.5	
445120	Convenience Stores	\$29.5	
445210	Meat Markets	\$7.5	
445220	Fish and Seafood Markets	\$7.5	
445230	Fruit and Vegetable Markets	\$7.5	
445291	Baked Goods Stores	\$7.5	
445292	Confectionery and Nut Stores	\$7.5	
445299	All Other Specialty Food Stores	\$7.5	
445310	Beer, Wine and Liquor Stores	\$7.5	
Subsector 446 – Health and Personal Care Stores			
446110	Pharmacies and Drug Stores	\$27.5	
446120	Cosmetics, Beauty Supplies and Perfume Stores	\$27.5	
446130	Optical Goods Stores	\$20.5	
446191	Food (Health) Supplement Stores	\$15.0	
446199	All Other Health and Personal Care Stores	\$7.5	
Subsector 447 – Gasoline Stations			
447110	Gasoline Stations with Convenience Stores	\$29.5	
447190	Other Gasoline Stations	\$15.0	
Subsector 448 – Clothing and Clothing Accessories Stores			
448110	Men’s Clothing Stores	\$11.0	
448120	Women’s Clothing Stores	\$27.5	
448130	Children’s and Infants’ Clothing Stores	\$32.5	
448140	Family Clothing Stores	\$38.5	
448150	Clothing Accessories Stores	\$15.0	
448190	Other Clothing Stores	\$20.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
448210	Shoe Stores	\$27.5	
448310	Jewelry Stores	\$15.0	
448320	Luggage and Leather Goods Stores	\$27.5	
Subsector 451 – Sporting Good, Hobby, Book and Music Stores			
451110	Sporting Goods Stores	\$15.0	
451120	Hobby, Toy and Game Stores	\$27.5	
451130	Sewing, Needlework and Piece Goods Stores	\$27.5	
451140	Musical Instrument and Supplies Stores	\$11.0	
451211	Book Stores	\$27.5	
451212	News Dealers and Newsstands	\$7.5	
Subsector 452 – General Merchandise Stores			
452111	Department Stores (except Discount Department Stores)	\$32.5	
452112	Discount Department Stores	\$29.5	
452910	Warehouse Clubs and Superstores	\$29.5	
452990	All Other General Merchandise Stores	\$32.5	
Subsector 453 – Miscellaneous Store Retailers			
453110	Florists	\$7.5	
453210	Office Supplies and Stationery Stores	\$32.5	
453220	Gift, Novelty and Souvenir Stores	\$7.5	
453310	Used Merchandise Stores	\$7.5	
453910	Pet and Pet Supplies Stores	\$20.5	
453920	Art Dealers	\$7.5	
453930	Manufactured (Mobile) Home Dealers	\$15.0	
453991	Tobacco Stores	\$7.5	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	\$7.5	
Subsector 454 – Nonstore Retailers			
454111	Electronic Shopping	\$32.5	
454112	Electronic Auctions	\$38.5	
454113	Mail-Order Houses	\$38.5	
454210	Vending Machine Operators	\$11.0	
454310	Fuel Dealers		100
454390	Other Direct Selling Establishments	\$7.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
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
481212	Nonscheduled Chartered Freight Air Transportation		1,500
481219	Other Nonscheduled Air Transportation	\$15.0	
Subsector 482 – Rail Transportation			
482111	Line-Haul Railroads		1,500
482112	Short Line Railroads		1,500
Subsector 483 – Water Transportation			
483111	Deep Sea Freight Transportation		500
483112	Deep Sea Passenger Transportation		1,500
483113	Coastal and Great Lakes Freight Transportation		750
483114	Coastal and Great Lakes Passenger Transportation		500
483211	Inland Water Freight Transportation		750
483212	Inland Water Passenger Transportation		500
Subsector 484 – Truck Transportation			
484110	General Freight Trucking, Local	\$27.5	
484121	General Freight Trucking, Long-Distance, Truckload	\$27.5	
484122	General Freight Trucking, Long-Distance, Less Than Truckload	\$27.5	
484210	Used Household and Office Goods Moving	\$27.5	
484220	Specialized Freight (except Used Goods) Trucking, Local	\$27.5	
484230	Specialized Freight (except Used Goods) Trucking, Long-Distance	\$27.5	
Subsector 485 – Transit and Ground Passenger Transportation			
485111	Mixed Mode Transit Systems	\$15.0	
485112	Commuter Rail Systems	\$15.0	
485113	Bus and Other Motor Vehicle Transit Systems	\$15.0	
485119	Other Urban Transit Systems	\$15.0	
485210	Interurban and Rural Bus Transportation	\$15.0	
485310	Taxi Service	\$15.0	
485320	Limousine Service	\$15.0	
485410	School and Employee Bus Transportation	\$15.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
485510	Charter Bus Industry	\$15.0	
485991	Special Needs Transportation	\$15.0	
485999	All Other Transit and Ground Passenger Transportation	\$15.0	
Subsector 486 – Pipeline Transportation			
486110	Pipeline Transportation of Crude Oil		1,500
486210	Pipeline Transportation of Natural Gas	\$27.5	
486910	Pipeline Transportation of Refined Petroleum Products		1,500
486990	All Other Pipeline Transportation	\$37.5	
Subsector 487 – Scenic and Sightseeing Transportation			
487110	Scenic and Sightseeing Transportation, Land	\$7.5	
487210	Scenic and Sightseeing Transportation, Water	\$7.5	
487990	Scenic and Sightseeing Transportation, Other	\$7.5	
Subsector 488 – Support Activities for Transportation			
488111	Air Traffic Control	\$32.5	
488119	Other Airport Operations	\$32.5	
488190	Other Support Activities for Air Transportation	\$32.5	
488210	Support Activities for Rail Transportation	\$15.0	
488310	Port and Harbor Operations	\$38.5	
488320	Marine Cargo Handling	\$38.5	
488330	Navigational Services to Shipping	\$38.5	
488390	Other Support Activities for Water Transportation	\$38.5	
488410	Motor Vehicle Towing	\$7.5	
488490	Other Support Activities for Road Transportation	\$7.5	
488510	Freight Transportation Arrangement ¹⁰	\$15.0 ¹⁰	
<i>Except,</i>	Non-Vessel Owing Common Carriers and Household Goods Forwarders	\$27.5	
488991	Packing and Crating	\$27.5	
488999	All Other Support Activities for Transportation	\$7.5	
Subsector 491 – Postal Service			
491110	Postal Service	\$7.5	
Subsector 492 – Couriers and Messengers			
492110	Couriers and Express Delivery Services		1,500
492210	Local Messengers and Local Delivery	\$27.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 493 – Warehousing and Storage			
493110	General Warehousing and Storage	\$27.5	
493120	Refrigerated Warehousing and Storage	\$27.5	
493130	Farm Product Warehousing and Storage	\$27.5	
493190	Other Warehousing and Storage	\$27.5	
Sector 51 – Information			
Subsector 511 – Publishing Industries (except Internet)			
511110	Newspaper Publishers		1,000
511120	Periodical Publishers		1,000
511130	Book Publishers		1,000
511140	Directory and Mailing List Publishers		1,250
511191	Greeting Card Publishers		,1,500
511199	All Other Publishers		500
511210	Software Publishers	\$38.5	
Subsector 512 – Motion Picture and Sound Recording Industries			
512110	Motion Picture and Video Production	\$32.5	
512120	Motion Picture and Video Distribution	\$32.0	
512131	Motion Picture Theaters (except Drive-Ins)	\$38.5	
512132	Drive-In Motion Picture Theaters	\$7.5	
512191	Teleproduction and Other Postproduction Services	\$32.0	
512199	Other Motion Picture and Video Industries	\$20.5	
512210	Record Production	\$7.5	
512220	Integrated Record Production/Distribution		1,250
512230	Music Publishers		750
512240	Sound Recording Studios	\$7.5	
512290	Other Sound Recording Industries	\$11.0	
Subsector 515 – Broadcasting (except Internet)			
515111	Radio Networks	\$32.5	
515112	Radio Stations	\$38.5	
515120	Television Broadcasting	\$38.5	
515210	Cable and Other Subscription Programming	\$38.5	
Subsector 517 – Telecommunications			
517110	Wired Telecommunications Carriers		1,500
517210	Wireless Telecommunications Carriers (except Satellite)		1,500
517410	Satellite Telecommunications	\$32.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
517911	Telecommunications Resellers		1,500
517919	All Other Telecommunications	\$32.5	
Subsector 518 –Data Processing, Hosting, and Related Services			
518210	Data Processing, Hosting, and Related Services	\$32.5	
Subsector 519 – Other Information Services			
519110	News Syndicates	\$27.5	
519120	Libraries and Archives	\$15.0	
519130	Internet Publishing and Broadcasting and Web Search Portals		1,000
519190	All Other Information Services	\$27.5	
Sector 52 – Finance and Insurance			
Subsector 522 – Credit Intermediation and Related Activities			
522110	Commercial Banking ⁸	\$550 million in assets ⁸	
522120	Savings Institutions ⁸	\$550 million in assets ⁸	
522130	Credit Unions ⁸	\$550 million in assets ⁸	
522190	Other Depository Credit Intermediation ⁸	\$550 million in assets ⁸	
522210	Credit Card Issuing ⁸	\$550 million in assets ⁸	
522220	Sales Financing	\$38.5	
522291	Consumer Lending	\$38.5	
522292	Real Estate Credit	\$38.5	
522293	International Trade Financing	\$38.5	
522294	Secondary Market Financing	\$38.5	
522298	All Other Nondepository Credit Intermediation	\$38.5	
522310	Mortgage and Nonmortgage Loan Brokers	\$7.5	
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities	\$38.5	
522390	Other Activities Related to Credit Intermediation	\$20.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
Subsector 523 – Financial Investments and Related Activities			
523110	Investment Banking and Securities Dealing	\$38.5	
523120	Securities Brokerage	\$38.5	
523130	Commodity Contracts Dealing	\$38.5	
523140	Commodity Contracts Brokerage	\$38.5	
523210	Securities and Commodity Exchanges	\$38.5	
523910	Miscellaneous Intermediation	\$38.5	
523920	Portfolio Management	\$38.5	
523930	Investment Advice	\$38.5	
523991	Trust, Fiduciary and Custody Activities	\$38.5	
523999	Miscellaneous Financial Investment Activities	\$38.5	
Subsector 524 – Insurance Carriers and Related Activities			
524113	Direct Life Insurance Carriers	\$38.5	
524114	Direct Health and Medical Insurance Carriers	\$38.5	
524126	Direct Property and Casualty Insurance Carriers		1,500
524127	Direct Title Insurance Carriers	\$38.5	
524128	Other Direct Insurance (except Life, Health and Medical) Carriers	\$38.5	
524130	Reinsurance Carriers	\$38.5	
524210	Insurance Agencies and Brokerages	\$7.5	
524291	Claims Adjusting	\$20.5	
524292	Third Party Administration of Insurance and Pension Funds	\$32.5	
524298	All Other Insurance Related Activities	\$15.0	
Subsector 525 – Funds, Trusts and Other Financial Vehicles			
525110	Pension Funds	\$32.5	
525120	Health and Welfare Funds	\$32.5	
525190	Other Insurance Funds	\$32.5	
525910	Open-End Investment Funds	\$32.5	
525920	Trusts, Estates, and Agency Accounts	\$32.5	
525990	Other Financial Vehicles	\$32.5	
Sector 53 – Real Estate and Rental and Leasing			
Subsector 531 – Real Estate			
531110	Lessors of Residential Buildings and Dwellings ⁹	\$27.5 ⁹	
531120	Lessors of Nonresidential Buildings (except Miniwarehouses) ⁹	\$27.5 ⁹	
531130	Lessors of Miniwarehouses and Self Storage Units ⁹	\$27.5v	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
531190	Lessors of Other Real Estate Property ⁹	\$27.5 ⁹	
531210	Offices of Real Estate Agents and Brokers ¹⁰	\$7.5 ¹⁰	
531311	Residential Property Managers	\$7.5	
531312	Nonresidential Property Managers	\$7.5	
531320	Offices of Real Estate Appraisers	\$7.5	
531390	Other Activities Related to Real Estate	\$7.5	
Subsector 532 – Rental and Leasing Services			
532111	Passenger Car Rental	\$38.5	
532112	Passenger Car Leasing	\$38.5	
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	\$38.5	
532210	Consumer Electronics and Appliances Rental	\$38.5	
532220	Formal Wear and Costume Rental	\$20.5	
532230	Video Tape and Disc Rental	\$27.5	
532291	Home Health Equipment Rental	\$32.5	
532292	Recreational Goods Rental	\$7.5	
532299	All Other Consumer Goods Rental	\$7.5	
532310	General Rental Centers	\$7.5	
532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing	\$32.5	
532412	Construction, Mining and Forestry Machinery and Equipment Rental and Leasing	\$32.5	
532420	Office Machinery and Equipment Rental and Leasing	\$32.5	
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	\$32.5	
Subsector 533 – Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)			
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	\$38.5	
Sector 54 – Professional, Scientific and Technical Services			
Subsector 541 – Professional, Scientific and Technical Services			
541110	Offices of Lawyers	\$11.0	
541191	Title Abstract and Settlement Offices	\$11.0	
541199	All Other Legal Services	\$11.0	
541211	Offices of Certified Public Accountants	\$20.5	
541213	Tax Preparation Services	\$20.5	
541214	Payroll Services	\$20.5	
541219	Other Accounting Services	\$20.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
541310	Architectural Services	\$7.5	
541320	Landscape Architectural Services	\$7.5	
541330	Engineering Services	\$15.0	
<i>Except,</i>	Military and Aerospace Equipment and Military Weapons	\$38.5	
<i>Except,</i>	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	\$38.5	
<i>Except,</i>	Marine Engineering and Naval Architecture	\$38.5	
541340	Drafting Services	\$7.5	
541350	Building Inspection Services	\$7.5	
541360	Geophysical Surveying and Mapping Services	\$15.0	
541370	Surveying and Mapping (except Geophysical) Services	\$15.0	
541380	Testing Laboratories	\$15.0	
541410	Interior Design Services	\$7.5	
541420	Industrial Design Services	\$7.5	
541430	Graphic Design Services	\$7.5	
541490	Other Specialized Design Services	\$7.5	
541511	Custom Computer Programming Services	\$27.5	
541512	Computer Systems Design Services	\$27.5	
541513	Computer Facilities Management Services	\$27.5	
541519	Other Computer Related Services	\$27.5	
<i>Except,</i>	Information Technology Value Added Resellers ¹⁸		150 ¹⁸
541611	Administrative Management and General Management Consulting Services	\$15.0	
541612	Human Resources Consulting Services	\$15.0	
541613	Marketing Consulting Services	\$15.0	
541614	Process, Physical Distribution and Logistics Consulting Services	\$15.0	
541618	Other Management Consulting Services	\$15.0	
541620	Environmental Consulting Services	\$15.0	
541690	Other Scientific and Technical Consulting Services	\$15.0	
541711	Research and Development in Biotechnology ¹¹		1,000 ¹¹

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) ¹¹		1,000 ¹¹
<i>Except,</i>	Aircraft, Aircraft Engine and Engine Parts		1,500
<i>Except,</i>	Other Aircraft Parts and Auxiliary Equipment		1,250
<i>Except,</i>	Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts		1,250
541720	Research and Development in the Social Sciences and Humanities	\$20.5	
541810	Advertising Agencies ¹⁰	\$15.0 ¹⁰	
541820	Public Relations Agencies	\$15.0	
541830	Media Buying Agencies	\$15.0	
541840	Media Representatives	\$15.0	
541850	Outdoor Advertising	\$15.0	
541860	Direct Mail Advertising	\$15.0	
541870	Advertising Material Distribution Services	\$15.0	
541890	Other Services Related to Advertising	\$15.0	
541910	Marketing Research and Public Opinion Polling	\$15.0	
541921	Photography Studios, Portrait	\$7.5	
541922	Commercial Photography	\$7.5	
541930	Translation and Interpretation Services	\$7.5	
541940	Veterinary Services	\$7.5	
541990	All Other Professional, Scientific and Technical Services	\$15.0	
Sector 55 – Management of Companies and Enterprises			
Subsector 551 – Management of Companies and Enterprises			
551111	Offices of Bank Holding Companies	\$20.5	
551112	Offices of Other Holding Companies	\$20.5	
Sector 56 – Administrative and Support, Waste Management and Remediation Services			
Subsector 561 – Administrative and Support Services			
561110	Office Administrative Services	\$7.5	
561210	Facilities Support Services ¹²	\$38.5 ¹²	
561311	Employment Placement Agencies	\$27.5	
561312	Executive Search Services	\$27.5	
561320	Temporary Help Services	\$27.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
561330	Professional Employer Organizations	\$27.5	
561410	Document Preparation Services	\$15.0	
561421	Telephone Answering Services	\$15.0	
561422	Telemarketing Bureaus and Other contact Centers	\$15.0	
561431	Private Mail Centers	\$15.0	
561439	Other Business Service Centers (including Copy Shops)	\$15.0	
561440	Collection Agencies	\$15.0	
561450	Credit Bureaus	\$15.0	
561491	Repossession Services	\$15.0	
561492	Court Reporting and Stenotype Services	\$15.0	
561499	All Other Business Support Services	\$15.0	
561510	Travel Agencies ¹⁰	\$20.5 ¹⁰	
561520	Tour Operators ¹⁰	\$20.5 ¹⁰	
561591	Convention and Visitors Bureaus	\$20.5	
561599	All Other Travel Arrangement and Reservation Services	\$20.5	
561611	Investigation Services	\$20.5	
561612	Security Guards and Patrol Services	\$20.5	
561613	Armored Car Services	\$20.5	
561621	Security Systems Services (except Locksmiths)	\$20.5	
561622	Locksmiths	\$20.5	
561710	Exterminating and Pest Control Services	\$11.0	
561720	Janitorial Services	\$18.0	
561730	Landscaping Services	\$7.5	
561740	Carpet and Upholstery Cleaning Services	\$5.5	
561790	Other Services to Buildings and Dwellings	\$7.5	
561910	Packaging and Labeling Services	\$11.0	
561920	Convention and Trade Show Organizers ¹⁰	\$11.0 ¹⁰	
561990	All Other Support Services	\$11.0	
Subsector 562 – Waste Management and Remediation Services			
562111	Solid Waste Collection	\$38.5	
562112	Hazardous Waste Collection	\$38.5	
562119	Other Waste Collection	\$38.5	
562211	Hazardous Waste Treatment and Disposal	\$38.5	
562212	Solid Waste Landfill	\$38.5	
562213	Solid Waste Combustors and Incinerators	\$38.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
562219	Other Nonhazardous Waste Treatment and Disposal	\$38.5	
562910	Remediation Services	\$20.5	
<i>Except,</i>	Environmental Remediation Services ¹⁴		750 ¹⁴
562920	Materials Recovery Facilities	\$20.5	
562991	Septic Tank and Related Services	\$7.5	
562998	All Other Miscellaneous Waste Management Services	\$7.5	
Sector 61 – Educational Services			
Subsector 611 – Educational Services			
611110	Elementary and Secondary Schools	\$11.0	
611210	Junior Colleges	\$20.5	
611310	Colleges, Universities and Professional Schools	\$27.5	
611410	Business and Secretarial Schools	\$7.5	
611420	Computer Training	\$11.0	
611430	Professional and Management Development Training	\$11.0	
611511	Cosmetology and Barber Schools	\$7.5	
611512	Flight Training	\$27.5	
611513	Apprenticeship Training	\$7.5	
611519	Other Technical and Trade Schools	\$15.0	
<i>Except,</i>	Job Corps Centers ¹⁶	\$38.5 ¹⁶	
611610	Fine Arts Schools	\$7.5	
611620	Sports and Recreation Instruction	\$7.5	
611630	Language Schools	\$11.0	
611691	Exam Preparation and Tutoring	\$7.5	
611692	Automobile Driving Schools	\$7.5	
611699	All Other Miscellaneous Schools and Instruction	\$11.0	
611710	Educational Support Services	\$15.0	
Sector 62 – Health Care and Social Assistance			
Subsector 621 – Ambulatory Health Care Services			
621111	Offices of Physicians (except Mental Health Specialists)	\$11.0	
621112	Offices of Physicians, Mental Health Specialists	\$11.0	
621210	Offices of Dentists	\$7.5	
621310	Offices of Chiropractors	\$7.5	
621320	Offices of Optometrists	\$7.5	
621330	Offices of Mental Health Practitioners (except Physicians)	\$7.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
621340	Offices of Physical, Occupational and Speech Therapists and Audiologists	\$7.5	
621391	Offices of Podiatrists	\$7.5	
621399	Offices of All Other Miscellaneous Health Practitioners	\$7.5	
621410	Family Planning Centers	\$11.0	
621420	Outpatient Mental Health and Substance Abuse Centers	\$15.0	
621491	HMO Medical Centers	\$32.5	
621492	Kidney Dialysis Centers	\$38.5	
621493	Freestanding Ambulatory Surgical and Emergency Centers	\$15.0	
621498	All Other Outpatient Care Centers	\$20.5	
621511	Medical Laboratories	\$32.5	
621512	Diagnostic Imaging Centers	\$15.0	
621610	Home Health Care Services	\$15.0	
621910	Ambulance Services	\$15.0	
621991	Blood and Organ Banks	\$32.5	
621999	All Other Miscellaneous Ambulatory Health Care Services	\$15.0	
Subsector 622 – Hospitals			
622110	General Medical and Surgical Hospitals	\$38.5	
622210	Psychiatric and Substance Abuse Hospitals	\$38.5	
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals	\$38.5	
Subsector 623 – Nursing and Residential Care Facilities			
623110	Nursing Care Facilities (Skilled Nursing Facilities)	\$27.5	
623210	Residential Intellectual and Developmental Disability Facilities	\$15.0	
623220	Residential Mental Health and Substance Abuse Facilities	\$15.0	
623311	Continuing Care Retirement Communities	\$27.5	
623312	Assisted Living Facilities for the Elderly	\$11.0	
623990	Other Residential Care Facilities	\$11.0	
Subsector 624 – Social Assistance			
624110	Child and Youth Services	\$11.0	
624120	Services for the Elderly and Persons with Disabilities	\$11.0	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
624190	Other Individual and Family Services	\$11.0	
624210	Community Food Services	\$11.0	
624221	Temporary Shelters	\$11.0	
624229	Other Community Housing Services	\$15.0	
624230	Emergency and Other Relief Services	\$32.5	
624310	Vocational Rehabilitation Services	\$11.0	
624410	Child Day Care Services	\$7.5	
Sector 71 – Arts, Entertainment and Recreation			
Subsector 711 – Performing Arts, Spectator Sports and Related Industries			
711110	Theater Companies and Dinner Theaters	\$20.5	
711120	Dance Companies	\$11.0	
711130	Musical Groups and Artists	\$11.0	
711190	Other Performing Arts Companies	\$27.5	
711211	Sports Teams and Clubs	\$38.5	
711212	Race Tracks	\$38.5	
711219	Other Spectator Sports	\$11.0	
711310	Promoters of Performing Arts, Sports and Similar Events with Facilities	\$32.5	
711320	Promoters of Performing Arts, Sports and Similar Events without Facilities	\$15.0	
711410	Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	\$11.0	
711510	Independent Artists, Writers, and Performers	\$7.5	
Subsector 712 – Museums, Historical Sites and Similar Institutions			
712110	Museums	\$27.5	
712120	Historical Sites	\$7.5	
712130	Zoos and Botanical Gardens	\$27.5	
712190	Nature Parks and Other Similar Institutions	\$7.5	
Subsector 713 – Amusement, Gambling and Recreation Industries			
713110	Amusement and Theme Parks	\$38.5	
713120	Amusement Arcades	\$7.5	
713210	Casinos (except Casino Hotels)	\$27.5	
713290	Other Gambling Industries	\$32.5	
713910	Golf Courses and Country Clubs	\$15.0	
713920	Skiing Facilities	\$27.5	
713930	Marinas	\$7.5	
713940	Fitness and Recreational Sports Centers	\$7.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
713950	Bowling Centers	\$7.5	
713990	All Other Amusement and Recreation Industries	\$7.5	
Sector 72 – Accommodation and Food Services			
Subsector 721 – Accommodation			
721110	Hotels (except Casino Hotels) and Motels	\$32.5	
721120	Casino Hotels	\$32.5	
721191	Bed-and-Breakfast Inns	\$7.5	
721199	All Other Traveler Accommodation	\$7.5	
721211	RV (Recreational Vehicle) Parks and Campgrounds	\$7.5	
721214	Recreational and Vacation Camps (except Campgrounds)	\$7.5	
721310	Rooming and Boarding Houses	\$7.5	
Subsector 722 – Food Services and Drinking Places			
722310	Food Service Contractors	\$38.5	
722320	Caterers	\$7.5	
722330	Mobile Food Services	\$7.5	
722410	Drinking Places (Alcoholic Beverages)	\$7.5	
722511	Full-Service Restaurants	\$7.5	
722513	Limited-Service Restaurants	\$11.0	
722514	Cafeterias, Grill Buffets, and Buffets	\$27.5	
722515	Snack and Nonalcoholic Beverage Bars	\$7.5	
Sector 81 – Other Services			
Subsector 811 – Repair and Maintenance			
811111	General Automotive Repair	\$7.5	
811112	Automotive Exhaust System Repair	\$7.5	
811113	Automotive Transmission Repair	\$7.5	
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	\$7.5	
811121	Automotive Body, Paint and Interior Repair and Maintenance	\$7.5	
811122	Automotive Glass Replacement Shops	\$11.0	
811191	Automotive Oil Change and Lubrication Shops	\$7.5	
811192	Car Washes	\$7.5	
811198	All Other Automotive Repair and Maintenance	\$7.5	
811211	Consumer Electronics Repair and Maintenance	\$7.5	
811212	Computer and Office Machine Repair and Maintenance	\$27.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
811213	Communication Equipment Repair and Maintenance	\$11.0	
811219	Other Electronic and Precision Equipment Repair and Maintenance	\$20.5	
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$7.5	
811411	Home and Garden Equipment Repair and Maintenance	\$7.5	
811412	Appliance Repair and Maintenance	\$15.0	
811420	Reupholstery and Furniture Repair	\$7.5	
811430	Footwear and Leather Goods Repair	\$7.5	
811490	Other Personal and Household Goods Repair and Maintenance	\$7.5	
Subsector 812 – Personal and Laundry Services			
812111	Barber Shops	\$7.5	
812112	Beauty Salons	\$7.5	
812113	Nail Salons	\$7.5	
812191	Diet and Weight Reducing Centers	\$20.5	
812199	Other Personal Care Services	\$7.5	
812210	Funeral Homes and Funeral Services	\$7.5	
812220	Cemeteries and Crematories	\$20.5	
812310	Coin-Operated Laundries and Drycleaners	\$7.5	
812320	Drycleaning and Laundry Services (except Coin-Operated)	\$5.5	
812331	Linen Supply	\$32.5	
812332	Industrial Launderers	\$38.5	
812910	Pet Care (except Veterinary) Services	\$7.5	
812921	Photofinishing Laboratories (except One-Hour)	\$20.5	
812922	One-Hour Photofinishing	\$15.0	
812930	Parking Lots and Garages	\$38.5	
812990	All Other Personal Services	\$7.5	
Subsector 813 – Religious, Grantmaking, Civic, Professional and Similar Organizations			
813110	Religious Organizations	\$7.5	
813211	Grantmaking Foundations	\$32.5	
813212	Voluntary Health Organizations	\$27.5	
813219	Other Grantmaking and Giving Services	\$38.5	
813311	Human Rights Organizations	\$27.5	

NAICS Codes	NAICS Industry Description	Size Standards in millions of dollars	Size standards in number of employees
813312	Environment, Conservation and Wildlife Organizations	\$15.0	
813319	Other Social Advocacy Organizations	\$7.5	
813410	Civic and Social Organizations	\$7.5	
813910	Business Associations	\$7.5	
813920	Professional Organizations	\$15.0	
813930	Labor Unions and Similar Labor Organizations	\$7.5	
813940	Political Organizations	\$7.5	
813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)	\$7.5	
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.)			

Endnotes

1. [Reserved].
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 1,000 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 – To qualify as small for purposes of Government procurement, the petroleum refiner, including its affiliates, must be a concern that has either no more than 1,500 employees or no more than 200,000 barrels per calendar day total Operable Atmospheric Crude Oil Distillation capacity. Capacity includes all domestic and foreign affiliates, all owned or leased facilities, and all facilities under a processing agreement or an arrangement such as an exchange agreement or a throughput. To qualify under the capacity size standard, the firm, together with its affiliates, must be primarily engaged in refining crude petroleum into refined petroleum products. A firm’s “primary industry” is determined in accordance with [13 CFR § 121.107](#).
5. NAICS code 326211 – For Government procurement, a firm is small for bidding on a contract for pneumatic tires within Census NAICS Product Classification codes 3262111 and 3262113, provided that:
 - (a) The value of tires within Census NAICS Product Classification codes 3262113 that 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 NAICS Product Classification codes 3262113 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 that it manufactured, 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, and 522210 – 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 041 call report form for NAICS Codes 522110, 522120, 522190, and 522210 and the National Credit Union Administration 5300 call report form for NAICS code 522130.
9. NAICS codes 531110, 531120, 531130, and 531190 – Leasing of building space to the Federal Government by Owners: For Government procurement, a size standard of \$38.5 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:
 - 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 research and development contracts requiring the delivery of a manufactured product, the appropriate size standard is that of the manufacturing industry.
 - c) For purposes of the Small Business Innovation Research (SBIR) program only, a different definition has been established by law. See § 121.701 of these regulations.
 - d) 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, regulatory compliance, remedial design, containment, remedial action, removal of contaminated materials, nuclear remediation, 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, regulatory compliance, remedial design, remediation services, containment, nuclear remediation, 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.

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 (ITVAR) provides a total solution to information technology acquisitions by providing multi-vendor hardware and software along with significant value added 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 exception and 150-employee size standard must consist of at least 15% and not more than 50% of value added services, as measured by the total contract price. In addition, the offeror must comply with the manufacturing performance requirements, or comply with the non-manufacturer rule by supplying the products of small business concerns, unless SBA has issued a class or contract specific waiver of the non-manufacturer rule. 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.

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>

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.

**SPECIFICATIONS
UNIT PRICE - EMERGENCY MANAGEMENT SIREN REPAIR
AND MAINTENANCE**

1. GENERAL INSTRUCTIONS

- 1.1 Lancaster County, (hereinafter referred to as "Owners"), are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for Unit Price contract for the Repair and Maintenance of Emergency Management Sirens located throughout Lancaster County, NE.
- 1.2 Unit Price projects are designed to provide repair, maintenance and construction type services (primarily installation, repair and maintenance) which range from \$0 - \$50,000.00 without issuing additional informal or formal bids.
- 1.3 Contracts will be awarded to Vendors based on their level of interest and ability/desire to provide bonding and insurance as required for the various thresholds.
 - 1.3.1 Thresholds are based on State Statute, the County Purchasing Act and City Code.
 - 1.3.2 Contracts reflecting the following thresholds will be issued as follows:
 - Level 1 - Individual Project Amount — \$0 - \$9,999.00**
 - No Bonds required
 - Insurance Required
 - Vendors can only quote projects up to the maximum amount - No exceptions
 - Completion of a Unit Price Quote Sheet is required.
 - The number of individual projects up to the maximum amount is unlimited.
 - Level 2 - Individual Project Amount — \$0 - \$25,000.00**
 - Performance and Payment Bonds Required for \$25,000.00
 - Insurance Required
 - Vendors can only quote projects up to the maximum amount - No exceptions
 - Completion of a Unit Price Quote Sheet is required.
 - Vendors may quote projects in Level 1 and Level 2.
 - The number of individual projects up to the maximum amount is unlimited.
 - Level 3 - Individual Project Amount — \$0 - \$50,000.00**
 - Performance and Payment Bonds Required for \$50,000.00
 - Insurance Required
 - Vendors can only quote projects up to the maximum amount – No exceptions
 - Completion of a Unit Price Quote Sheet is required.
 - Vendors may quote projects in Level 1, Level 2 and Level 3.
 - The number of individual projects up to the maximum amount is unlimited.
- 1.4 Vendors must maintain the required bond amount (if applicable) and insurance for the entire term of the contract including all renewals.

- 1.3.2.1 Failure to submit bonds and insurance prior to expiration are subject to termination.
- 1.5 This contract is for **FEDERAL** funded projects only.
- 1.6 The Owners receive funding from the Federal Government for the operation of their program.
 - 1.6.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.6.2 Failure to agree to the Federal Requirements or return certifications if required will result in the rejection of bid.
- 1.7 Contracts will be effective upon execution by both parties with an option to renew for two (2) additional two (2) year terms upon mutual consent of all parties.
 - 1.7.1 No increase in labor rates or markup percentages will be allowed during the first year of the contract period unless significant economic conditions develop during the time.
 - 1.7.2 Any fluctuation in the labor market and/or markup calculations will be taken into consideration upon receipt of a detailed explanation submitted on company letterhead which provides specific reasons for the increase and a reference to an Economic Index which justifies such request.
 - 1.7.1.1 Economic indexes include, but are not limited to, PPI, CPI, etc.
 - 1.7.1.2 Requests for an increase during the remaining period of the contract shall also be established and determined using the requirements of 1.7.1 and 1.7.1.1
- 1.8 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 E-Bid response.
- 1.9 Vendor must submit their bid and all attachments via the City/County E-Bid system.
 - 1.9.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.9.2 To register, go to the City of Lincoln website; lincoln.ne.gov
Type "bid" in Search by Keyword box
click on "supplier registration"
follow instructions to completion.
- 1.10 All inquiries regarding these specifications shall be directed via e-mail request to Rachelle Hinze, Buyer at rhinze@lincoln.ne.gov
 - 1.10.1 Reference the Bid Number in the Subject line of the email.
 - 1.10.2 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda if applicable.
 - 1.10.3 All inquiries must be submitted to the Purchasing Office five (5) calendar days prior to the bid opening.
 - 1.10.4 Vendors are not allowed to discuss this bid with any Owner employee or elected official other than the City/County Purchasing Staff through the award process.
 - 1.10.4.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.11 An awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.12 Vendor shall maintain existing functions and utilities at the construction site and protect the general public, employees, public facilities, and buildings against damage during all portions of each project.

- 1.12.1 Any damage done to any part of the Owners property which is not part of the predetermined area will be immediately repaired by the Vendor at no charge to the Owners or Public.
- 1.12.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area by the Contract Administrator.
- 1.13 Payment shall be made by Owner within 30 days from receipt of invoice from Vendor.
 - 1.13.1 Owner will verify that all costs on invoice including tax if applicable, do not exceed the estimate on the Unit Price Quotation Sheet prior to approving payment.
- 1.14 A bid bond is required in the amount of \$500.00 at time of bid submission.
- 1.15 A performance/ payment bond in the amount of \$25,000.00 will be required at time of contract award to be in effect for the term of the contract.

2. REQUIREMENTS -REPAIR AND MAINTENANCE OF EMERGENCY MANAGEMENT SIRENS

- 2.1 All sirens in the County are Federal Signal brand
- 2.2 Vendor must be certified by Federal Signal to perform repairs and maintenance on the sirens in Lancaster County.
 - 2.2.1 Vendor shall provide proof of certification upon award.
- 2.3 Vendor shall provide all electrical and mechanical troubleshooting, repairs, testing and maintenance on the sirens including but not limited to the siren head and internal components to ensure proper operation according to the Manufacturers standards.
- 2.4 Emergency repair work may also be necessary.
 - 2.4.1 Emergency repairs may include restoring a failed siren to operational status or manually shutting-down a self-active siren.
- 2.4 Vendor must have the personnel and equipment to perform repairs and maintenance on all sirens on an as-needed basis.
 - 2.4.1 Subcontractors will not be allowed to perform work for the Vendor without prior approval of the Contract Administrator.
- 2.5 Vendor shall coordinate all repairs and maintenance, emergency or routine work with the Emergency Management Director or their designee hereinafter referred to as Contract Administrator.
- 2.6 Vendor shall not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- 2.7 Shall not cut or patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching.
 - 2.7.1 Remove and replace work cut and patched in a visually unsatisfactory manner.
 - 2.7.2 Obtain approval of the cutting and patching proposal before cutting and patching.
- 2.8 Vendor shall be responsible for acquiring and paying for all permits, fees and licenses required by Local, State and Federal requirements associated with the work to be done according to the Unit Price Quote Sheet.
 - 2.8.1 Permit, fees, and license costs shall be added to the Unit Price Quote Sheet prior to approval by the Owners.
- 2.9 Contracted Vendors for this service will be notified via email or phone by the Owners Contract Administrator.

- 2.10 Vendor has 48 hours to respond via email or phone to the request for a Unit Price Quote by the Owner to schedule a day and time to view the job.
 - 2.10.1 Failure to reply to a Quote request within 48 hours will allow the Owner to select from the respondents who did reply.
 - 2.10.1.1 Vendors who do not submit quotes or complete work as scheduled and required shall be subject to a Vendor Performance Meeting to discuss the situation and develop a strategy for compliance in the future.
- 2.11 The Owners are requesting that all Unit Price Contractors be available to perform services during unforeseen emergency situations such as natural or man-made disasters.
 - 2.11.1 Vendors shall indicate in the Attribute section if they are willing to be available for these emergency services, and if so, at what rates.
- 2.12 Vendor shall have warranty parts, inventory and capabilities to repair all Federal Signal emergency sirens for the Owners.
- 2.13 Department shall discuss the repair/replacement with the company representative and determine if repair is an emergency, non-emergency or can wait for next available time slot to make repair/replacement.
 - 2.13.1 If non-emergency repair/replacement is required, Vendor shall respond onsite within 8 hours of initial call from the owner.
 - 2.13.2 If emergency repair/replacement is required, department shall indicate emergency situation and Vendor shall respond onsite within 4 hours of call.
- 2.14 Substantial completion of the project shall be 30 days from Notice to Proceed.
- 2.15 All work performed under the terms of this bid and subsequent contract documents shall be guaranteed for a minimum period of one year from date of final completion of the project or longer according to the terms of the manufacturer's standard agreement.
- 2.16 Job shall be completed according to industry standards.
- 2.17 Work may be performed at the jobsite during operating hours identified by the owner.
- 2.18 Payment will be made upon completion of installation and approval by the Owners Representative.
- 2.19 An inspection will be completed by Contract Administrator upon completion of repair or maintenance prior to final payment being made.
- 2.20 In the event that repairs are not sufficient according to the Contract Administrator, Vendor must immediately return to jobsite to complete the work properly at no charge to the County.

3. UNIT PRICE QUOTE SHEETS

- 3.1 Awarded Vendors will be required to complete a not-to-exceed project estimate using the Unit Price Quote Sheet for each project requested by the Owners.
- 3.2 Unit Price Quote Sheets are not-to-exceed estimates of the project cost and may not reflect the exact invoice amount submitted for payment.
 - 3.2.1 Vendors who over-estimate their cost will only be paid for the work actually performed to complete the project.
 - 3.2.2 In the event the Vendor discovers unforeseen circumstances associated with the completion of the project, additional cost according to the rates in the Unit Price Quote Sheet may be charged with the approval of the Construction Administrator up to the maximum amount of the Unit Price Contract.
- 3.3 Unit Price Quote Sheet job positions, terms, and rates are extracted from the bid response submitted by each Vendor in the E-Bid system.

- 3.4 Information in the bid which transfers to the Unit Price Quote Sheet must include labor, materials, rentals, overhead, profit, licenses, fees, permits and any other charges associated with the completion of the work.
 - 3.4.1 Vendors may not deviate from the pricing or terms in the Bid or Unit Price Quote Sheet.
 - 3.4.2 In the event a Vendor has a fee that is not specifically called out in the Line items, the Vendor shall provide an attachment of other jobs not listed with cost per hour in the attachment section of the bid.
- 3.5 Labor rates being charged for each type of employee in the Line Items must include all health and welfare benefits, insurance, taxes, overhead and profit, and all other fringe benefits in the total rate.
 - 3.5.1 Vendor will not be allowed to change rates during the contract term without providing a 30 day notice to the County Purchasing office with specific reasons for the rate increase.
 - 3.5.2 Requests for rate increases must be approved by the Emergency Management department and a contract amendment written with adjusted rates.
- 3.6 Vendor shall complete a Unit Price Quotation form and submit it to the Contract Administrator prior to performing any work.
- 3.7 Following completion of work, Vendor shall provide copy of invoices for all equipment or parts required for each repair.
- 3.8 Vendor shall carry out the repair and maintenance in such a manner as will not cause nuisance hazards and/or delays by providing sufficient equipment and labor to guarantee completion of the services in accordance with the time frames established.
- 3.9 Owner's have a total of approximately 102 sirens throughout the County.
 - 3.9.1 Vendor will be responsible to monitor the maintenance schedule to ensure the sirens are properly maintained.
- 3.10 Vendor shall reply to repair 24 hours of notice to proceed.

4. CONTRACTOR INSURANCE

- 4.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 4.2 All certificates of insurance ACORD and endorsements shall be filed with the Owners showing specific limits of insurance coverage required and ACORD showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 4.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

5. QUALIFICATIONS OF THE BIDDER

- 5.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
- 5.2 No Vendor will be considered who is not certified in the Repair and Maintenance of Emergency Management Federal Sirens similar to those described in this bid, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
- 5.3 Vendors must be Authorized Factory Resellers for the equipment provided.

- 5.4 Vendor shall provide at least three current references for other customers where similar services have been provided at time of bid response or upon request.
 - 5.4.1 Vendors who have provided similar types of services to the Owners in the last five (5) years may not be required to provide such information unless requested.
 - 5.4.2 References shall include: name, contact person, email address, telephone number, and type of work performed.
 - 5.4.3 Reference responses shall be attached to the Response Attachment section of the ebid response.

6. DISPOSAL AND SITE RESTORATION

- 6.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all Local, State and Federal regulations.
 - 6.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.
 - 6.1.2 Vendors must comply with the City of Lincoln cardboard recycle law which bans all cardboard from the City Landfill effective April 1, 2018.

7. EVALUATION AND AWARD

- 7.1 The Owners will award contract/s to Vendors who have:
 - 7.1.1 Completed documentation as requested and submitted with bid.
 - 7.1.2 Favorable references in this type of construction field.
 - 7.1.3 Hourly rates and other cost factors which are deemed to be fair and reasonable compared to other bids submitted.
- 7.2 The Owners intend to award to multiple Vendors for the requested services in most cases in order to ensure a competitive market is in place for each project, and companies are available on an as-needed basis throughout the year.

INSTRUCTIONS TO BIDDERS
City of Lincoln, Nebraska, County of Lancaster
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 and Lancaster County, 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/stdnspec/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 contracts (see *Insurance Requirements*).

20. EXECUTION OF AGREEMENT

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

- a. **PURCHASE ORDER**, unless otherwise noted.
1. The contract shall consist of a City of Lincoln and Lancaster County 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 and County will furnish copies of the 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 with the dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City and County will sign and date the Contract.
 4. Upon approval and signature, the City and County, 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. 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.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

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/verify.

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

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

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 Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. 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.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. 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. 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 required insurance must include 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.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

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

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

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. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. 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.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored 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. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

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

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. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

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.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, 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, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or 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.

1.8 Railroad Contractual Liability Insurance

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, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

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.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms 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 or endorsement forms provided shall not constitute a waiver of this requirement.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **Sovereign Immunity**

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

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.

NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:

Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Advertise 1 time
Wednesday, January 30, 2019
Wednesday, February 6, 2019

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, February 13, 2019** for providing the following:

Unit Price Maintenance and Repair of Emergency Management Sirens
Bid No. 19-043

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.