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RIGHTS OF SUPPLIERS TO SUPPLIERS

A. SUPPLIERS CLEARLY HAVE LIEN OR BOND CLAIM RIGHTS

STATE	PRIVATE WORKS	PUBLIC WORKS
GEORGIA		Suppliers to suppliers have the right to bring a claim against the contractor's payment bond, security deposit, etc.
IDAHO		Where a supplier to the general contractor is performing a major part of the contract (by supplying materials), a supplier to that supplier will have a claim against the bond. The outcome is uncertain, however, where the materials supplied were only a small part of the contract.
ILLINOIS	Though the language isn't as explicit as it could be, it appears that suppliers to suppliers do have lien rights.	
IOWA	Though it's not explicit and there is no case law on the issue, it appears that a supplier to a supplier will have lien rights, as suppliers are deemed contractors for the purposes of the lien law statutes.	
NORTH CAROLINA	Where a claimant supplies a supplier knowing where the product will ultimately be used, and the claimant is selling the product to the supplier specifically for use in that project, then the claimant (a supplier to a supplier) will be able to make a claim.	
UTAH	Suppliers to suppliers have lien rights as long as their materials can be traced to the project, and	Suppliers to suppliers will have rights against the bond as long as the material has been furnished to or can otherwise be traced to the public project, <i>and</i> the

	they comply with all notice requirements.	claimant has complied with the notice requirements.
WYOMING		On contracts with all agencies except the Department of Administration and Information, a supplier to a supplier to a sub will be covered.

B. SUPPLIERS **MAY** HAVE LIEN OR BOND CLAIM RIGHTS

STATE	PRIVATE WORKS	PUBLIC WORKS
ALABAMA		Suppliers to suppliers MAY have rights to claim against the bond; The statutes are worded broadly enough to possibly include suppliers to suppliers, and the case law at this time neither allows nor forbids coverage for such claimants.
ALASKA	In general, suppliers to suppliers do not have lien rights, however it MAY be possible to bring a claim if the initial supplier is supplying the general contractor, and the claimant's materials can be traced to the project.	Suppliers to suppliers most likely do not have rights against the bond, as Alaska follows the Miller Act, but the statutes and case law are not explicit on this point.
CALIFORNIA		Suppliers to suppliers probably don't have rights against the bond, but this has not been squarely decided, and the statutory language is fairly broad.
CONNECTICUT	There is nothing explicitly granting or denying lien rights to suppliers to suppliers. There probably are not lien rights, but it apparently has never been decided and the statute is not specific.	There is nothing explicitly granting or denying bond claim rights to suppliers to suppliers. There probably are not bond claim rights, however, as third- and fourth-tier claimants are considered too remote to be protected. The issue has apparently never been decided, however, and the statute is not specific.
DELAWARE	It is not explicit but it is unlikely that suppliers to suppliers have lien rights.	Suppliers to suppliers will only have bond rights if the terms of the surety bond explicitly grant them such rights.
HAWAII	Suppliers to suppliers may have lien rights.	Suppliers to suppliers do not have bond claim rights unless the specific public body letting the contract has special rules allowing it.
IDAHO		Where a supplier to the general contractor is performing a major part of the contract (by supplying materials), a supplier to that supplier will have a claim against the bond. The outcome is uncertain, however, where the materials supplied were only a small part of the contract.
ILLINOIS	Though the language isn't as explicit as it could be, it appears that suppliers to suppliers may have lien rights.	Suppliers to suppliers MAY have bond claim rights. There is nothing specifically allowing it or denying it.

MAINE	Suppliers to suppliers MAY have lien rights; it's not clear. In order to have any chance of a claim, however, the materials must have actually been incorporated into the building, and they must have been furnished for and identifiable to a particular building, relying in part upon the credit of the building, and not sold on open account for general use in reliance on the customer's credit.	
MARYLAND	It appears that suppliers to suppliers may have lien rights. It will likely be necessary to prove that the materials were either delivered to the jobsite or actually incorporated into the project.	
MASSACHUSETTS	It appears that suppliers to suppliers may have lien rights.	
MINNESOTA	It appears that suppliers to suppliers MAY have lien rights, especially if the materials are delivered to the jobsite or are specially manufactured for the specific project.	Suppliers to suppliers are not covered, unless the supplier receiving the materials can be considered a subcontractor for the purposes of the act, which the court will interpret liberally. (The court has deemed a vendor of doors to be a subcontractor, entitling its supplier to lien rights.)
MISSOURI	Apparently suppliers to suppliers have lien rights.	
MONTANA	Apparently suppliers to suppliers have lien rights.	Apparently suppliers to suppliers have rights to claim against the bond.
NEBRASKA		A supplier to a supplier MAY be entitled to bring a bond claim in certain circumstances. Where, for example, the supplier contracting with the contractor has taken responsibility for a large and definable part of the construction project, he may be considered a subcontractor; otherwise he is a material supplier. If the supplier can be considered a subcontractor, then its suppliers will be covered by the bond.
NEVADA	Suppliers to suppliers may have lien rights.	Suppliers to suppliers may have a right to bring a claim against the bond, but probably not.
NEW MEXICO	A manufacturer supplying a supplier may have a lien claim if it can be established that the supplier is in fact a sub, even if they are performing their work off site.	Suppliers to suppliers may have a right to bring a claim against the bond.

NEW YORK		Suppliers to suppliers are generally not covered, but there is case law stating that if the bond does not explicitly limit its coverage to those supplying contractors and subcontractors, then suppliers to suppliers MAY be covered by the bond, though they will not have a claim against the funds held by the state.
NORTH CAROLINA	Where a claimant is supplying a supplier knowing where the product will ultimately be used, and the claimant is selling the product to the supplier specifically for use in that project, then the claimant (a supplier to a supplier) will be able to make a claim.	Suppliers to suppliers MAY have rights to claim against the bond. It's not certain, though.
NORTH DAKOTA	Suppliers to suppliers MAY have lien rights, though it is only possible if their customer has a contract with the owner or the general contractor.	
OHIO	Suppliers to suppliers may have lien rights.	Suppliers to suppliers may have a right to bring a claim against the bond and contract funds.
OKLAHOMA	Suppliers to suppliers MAY have lien rights; it is not clear.	Unclear; the statute states that a supplier has rights against the bond if supplying the contractor or a subcontractor, but a case has stated that everyone who supplies labor or materials is covered.
RHODE ISLAND	Suppliers to suppliers may have lien rights.	Suppliers to suppliers may have a right to bring a claim against the bond.
TENNESSEE	Suppliers to suppliers on projects other than 1-4 family residential owner-occupied projects may have lien rights. The statutes were rewritten in 2007 to be very broad and apparently allow for it, but prior to 2007 the statutes and case law did not allow for suppliers to suppliers to have lien rights.	
TEXAS	Suppliers to suppliers may have the right to bring a statutory lien claim.	Suppliers to suppliers MAY have the right to bring a claim against the bond, but it is not certain.
VERMONT	Suppliers to suppliers may have lien rights.	Suppliers to suppliers may have a right to bring a claim against the bond.
VIRGINIA	Suppliers to suppliers probably do have lien rights.	
WYOMING		Under Contracts with the Department of Administration and Information, it is not clear whether suppliers to suppliers will be covered.

C. SUPPLIERS CLEARLY **DO NOT** HAVE LIEN OR BOND CLAIM RIGHTS

STATE	PRIVATE WORKS	PUBLIC WORKS
ALABAMA	Suppliers to suppliers do not have lien rights.	
ARIZONA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
ARKANSAS	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
CALIFORNIA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers cannot give a stop notice.
COLORADO	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond or contract funds.
CONNECTICUT	There is nothing explicitly granting or denying lien rights to suppliers to suppliers. There probably are not lien rights, but it apparently has never been decided and the statute is not specific.	There is nothing explicitly granting or denying lien rights to suppliers to suppliers. There probably are not lien rights, but it apparently has never been decided and the statute is not specific.
D.C.	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
DELAWARE	It is not explicit but it is unlikely that suppliers to suppliers have lien rights.	Suppliers to suppliers will only have bond rights if the terms of the surety bond explicitly grant them such rights.
FLORIDA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
GEORGIA	Suppliers to suppliers do not have lien rights.	
HAWAII		The statute is modeled after the Miller Act, thus presumably suppliers to suppliers do not have rights against the bond, unless the public body letting the contract specifically allows it.
IDAHO	Suppliers to suppliers do not have lien rights.	
INDIANA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
IOWA		Suppliers to suppliers do not have rights against the payment bond.
KANSAS	Suppliers to suppliers probably do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
KENTUCKY	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
LOUISIANA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
MAINE		It appears that suppliers to suppliers do not have rights against the bond. Only those supplying the contractor or a first-tier subcontractor have bond claim rights, and it does not appear that a supplier would qualify as a subcontractor.

MARYLAND		Suppliers to suppliers do not have rights against the payment bond.
MASSACHUSETTS		Suppliers to suppliers do not have rights against the payment bond.
MICHIGAN	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
MINNESOTA		Suppliers to suppliers are not covered, unless the supplier receiving the materials can be considered a subcontractor for the purposes of the act, which the court will interpret liberally.
MISSISSIPPI	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
MISSOURI		Suppliers to suppliers do not have rights against the payment bond.
NEBRASKA	Suppliers to suppliers do not have lien rights.	
NEVADA		Suppliers to suppliers probably do not have rights against the payment bond, as they are not supplying a subcontractor.
NEW HAMPSHIRE	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
NEW JERSEY	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond or contract funds.
NEW YORK	Suppliers to suppliers do not have lien rights.	
NORTH DAKOTA		There is no support for a supplier to a supplier to have rights to bring a claim against the payment bond.
OREGON	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers apparently do not have rights against the payment bond.
PENNSYLVANIA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
SOUTH CAROLINA	Suppliers to suppliers apparently do not have lien rights	Suppliers to suppliers do not have rights against the payment bond.
SOUTH DAKOTA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
TENNESSEE	On 1-4 family residential owner-occupied buildings, suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
TEXAS	Suppliers to suppliers do not have the right to bring a constitutional lien, on the homestead or otherwise, though they may have the right to bring a statutory lien.	
UNITED STATES	Not applicable.	Suppliers to suppliers do not have rights against the payment bond.
VIRGINIA		Suppliers to suppliers probably do not have rights against the payment bond.

WASHINGTON	It appears that suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond or the retainage.
WEST VIRGINIA	Suppliers to suppliers do not have lien rights.	Suppliers to suppliers do not have rights against the payment bond.
WISCONSIN	Suppliers to suppliers probably do not have lien rights.	Suppliers to suppliers probably do not have rights against the payment bond.
WYOMING	Suppliers to suppliers do not have lien rights.	

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