

Request for Quotation

RFQ number: MNXDCLERK26-0013

Quotes due no later than: September 21st, 2026, at 5:00 p.m. CST

Provide quotes to: Kendra Litt at kendra_litt@mnd.uscourts.gov

Summary

The U.S. District Court, District of Minnesota (“USDC”) is requesting quotes for lodging, conference room rental (with audio-visual package), and food and beverage services for a May 2027 event with an estimated 120 participants, to be held in Duluth, Minnesota. GSA rates for the specific locale are requested (use <https://www.gsa.gov/travel/plan-book/per-diem-rates>).

Please review the full posting, which includes the following:

1. Request for Quotation #MNXDCLERK26-0013 Quote Sheet
2. Hotel/Lodging Agreement Template
3. Form AO213: Request for Vendor Information and TIN Certification
4. Department of Labor Wage Determination 2015-4939 Revision 31 (pertains to location county)

Please submit a completed Request for Quotation #MNXDCLERK26-0013, completed Form AO213, catering menu with pricing, and any venue-specific agreement templates (whether filled in or not) by email to kendra_litt@mnd.uscourts.gov by the date and time specified above.

The *Hotel/Lodging Agreement Template* provides terms and conditions that will be required by the Judiciary but does not need to be submitted with other quote materials. The Judiciary is willing to transfer terms and conditions into a venue-specific agreement format. Late quotes will not be considered unless USDC determines, at its own discretion, that considering the late quote is in USDC’s best interest and will not unduly delay the procurement.

USDC intends to make an award based on the **lowest priced, technically acceptable** quote. All items should be quoted as a **fixed price**. Payment terms will be considered **Net 30** unless more favorable terms are offered.

Sincerely,

Kendra Litt
Contracting Officer, U.S. District Court

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES 1 4	
1. REQUEST NUMBER MNXDCLERK26-0013		2. DATE ISSUED 09/08/2026		3. REQUISITION/PURCHASE REQUEST NUMBER MNXDCLERK26-0067	
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING			
5a. ISSUED BY Kendra T. Litt U.S District Court of Minnesota 300 South Fourth Street Room 202 Minneapolis, MN 55415				6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY ☐ FOB DESTINATION ☒ OTHER (See Schedule)	
				9. DESTINATION	
NAME KENDRA LITT		TELEPHONE NUMBER AREA CODE NUMBER Ext.:		a. NAME OF CONSIGNEE U.S. District Court	
8. TO: a. NAME b. COMPANY				b. STREET ADDRESS U.S. Courthouse, Suite 202 300 South Fourth Street	
c. STREET ADDRESS				c. CITY Minneapolis	
d. CITY		e. STATE		f. ZIP CODE	
d. STATE MN		e. ZIP CODE 55415			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/21/2026 05:00 CT		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
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See Lines

12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%) 0.000	b. 20 CALENDAR DAYS (%) 0.000	c. 30 CALENDAR DAYS (%) 0.000	d. CALENDAR DAYS	
					NUMBER 0	PERCENTAGE 0.000
NOTE: Additional provisions and representations [] are [X] are not attached.						
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER				16. SIGNER		b. TELEPHONE
b. STREET ADDRESS						
c. COUNTY				a. NAME (Type or print)		AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

HOTEL/LODGING AGREEMENT

The following Agreement is between the United States District Court, District of Minnesota (“Judiciary”), 300 S. 4th St., Suite 202, Minneapolis, MN 55415, and

_____ (“Hotel”), _____, and outlines specific conditions and services to be provided.

JUDICIARY ORGANIZATION: United States District Court, District of Minnesota

BILLING CONTACT: Kendra Litt, Procurement Specialist
(612) 664-5031 or kendra_litt@mnd.uscourts.gov

EVENT CONTACTS: (To be completed by the Judiciary)_____

NAME OF EVENT: 2027 U.S. District Court Clerk’s Office and U.S. Probation Retreat

DATE RANGE
FOR EVENT: May 12th – 14th, 2027

ANTICIPATED ATTENDANCE: Up to 120

A. ROOM RESERVATIONS AND RATES

The Judiciary reserves the following block of guest rooms:

CHECK-IN DATE: May 12th, 2027

CHECK-OUT DATE: May 14th, 2027

NUMBER OF ROOMS (per night): 120

ROOM RATE (per night): \$ _____

TOTAL ESTIMATED ROOM COST (rooms x rate): \$ _____

The rate for the above guest rooms is for single/double occupancy. A charge of \$ _____ will be added by the Hotel for each additional person beyond double occupancy. A resort fee of _____ (\$ or %) applies to each _____ (room or occupant).

The Hotel must:

1. Have individual room locks.
2. Mini fridges in each room.
3. Provide overnight parking for up to 120 vehicles.

4. Offer an extension of the group rate on a space available basis in the event a guest arrives prior to the check-in date or remains past the check-out date.

The Hotel will receive a completed rooming list that will contain each guest's name, arrival/departure time, smoking/non-smoking preference and any special needs.

The Judiciary is **tax exempt**; therefore, rates **do not include state and local taxes**. Resort fees are not taxes. The tax exemption number for the Judiciary for purchases in Minnesota is 41-6202011. Minnesota Department of Revenue Form ST3 will be provided by the Judiciary upon request by the Hotel.

B. INDIVIDUAL CANCELLATION, EARLY DEPARTURE

Individual reservations must be canceled at least 72 hours prior to the intended date of arrival to avoid cancellation charges (one night's room charge). The Hotel will provide a cancellation number for each canceled reservation. Guests will have the opportunity to verify and amend their departure at the time of check-in with no penalty or additional charges to the Judiciary.

C. GUEST CHECK-IN/CHECK-OUT PROCEDURE

Rooms will be available for check-in after 3:00 p.m. Check-out time is 12:00 noon. If rooms are not available when guests arrive, the Hotel will securely store their luggage. The Hotel will also securely store luggage for any guest requiring delayed departure.

D. MEETING/BANQUET ARRANGEMENTS

The Hotel will provide the following:

1. 1 main conference room to comfortably accommodate up to 120 adults in "rounds" of 6-8 people. The main conference room may be needed from 1:00 p.m. on the arrival date, through 1:00 p.m. on the departure date.
2. An additional conference space to comfortably accommodate up to 55 adults for meeting breakouts on May 12 and 13th. This additional breakout conference room may be needed from 7:00am through 8 p.m.
3. A podium for both locations.
4. The main space or additional spaces is needed for meals, including up to 2 dinners to be held in the evenings. The dinner space should accommodate up to 120 adults.
5. Both meeting spaces should be set up and include an audio-visual package (e.g., projector, projector screen, laptop plugins, sound system and wireless microphones and internet access). The audio-visual packages will be needed from 1:00 p.m. on the arrival date, through 1:00 p.m. on the departure date during meetings and during dinner on May 12th.

Conference room rental will be \$_____ for half-days and \$_____ for full day. Audio-visual package will be \$_____ for each conference spaces for half-days and \$_____ for the full day. A service fee of _____% will be added to _____ (e.g. conference room rental, audio-visual package, food & beverages).

6. The Hotel will provide the following meals, snacks, and beverage services during the event for up to 120 adults:
 - a. 2 breakfasts
 - b. 2 lunches
 - c. Up to 2 dinners
 - d. Snack and beverage service for up to 120 adults on May 12th and 13th.
 - e. A complimentary water station.

The Hotel will accommodate special dietary needs and customize group meal options for guests who are Gluten-free, Dairy-free, Vegetarian, Vegan, Kosher, Halal, or have food allergies; however, additional charges may apply. The Hotel will notify the Judiciary of any such additional charges at the time menu selections are made. A food and beverage minimum of \$ [REDACTED] is required by the Hotel. A service fee of [REDACTED] % will apply to all prepared food and beverages.

The Judiciary is **tax exempt**; therefore, rates **do not include state and local taxes**. Pursuant to Sec. 297A.70 Minn. Stat. Subd. 2(b)(4), even prepared food and drinks are not taxable when billed to and paid for by the federal government and its agencies. The Judiciary affirms that it is part of the federal government.

E. SECURITY AND CONFIDENTIALITY

The Judiciary represents and the Hotel accepts that members of the U.S. Marshals Service may be present at the Event and will provide, in their official capacities as certified federal law enforcement officers, security for the Judiciary's attendees and guests. The Hotel will refer to the group only as "District of MN Retreat" in any signage created by the Hotel.

If the Hotel receives any outside requests for information about the Event, its attendees or their companions prior to or after the Event, the Hotel will request instruction from the Judiciary Contacts before responding. The Judiciary Contacts may provide guidance directly or refer to other authorized personnel to respond. If the Hotel receives a request for information during the Event, the Hotel will notify the U.S. Marshals Service team present at the Event prior to responding. If there is not a security team present at the Event, the Hotel will notify the Judiciary Contacts. The Judiciary agrees to cooperate with the Hotel and any relevant governmental authority to ensure compliance with all applicable laws, including health and safety codes.

F. INDEMNIFICATION

Notwithstanding any other term or provision of this Agreement, the liability of the Government with respect to any claim for personal injury, death, property loss or damage pursuant to this Agreement, will be limited by and subject to the procedures and terms of the Federal Tort Claims Act and the Anti-deficiency Act and all other applicable Federal Laws and regulations.

G. IMPOSSIBILITY

This contract will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond the party's control. Such cases include, but are not limited to, acts of God; acts, regulations, or orders of

governmental authorities; fire, flood or explosion, war, disaster, civil disorder, curtailment of transportation facilities, or other emergency making it illegal, or otherwise impossible to provide the facilities or the services or to hold the meeting; any delay in necessary and essential construction or renovation of the hotel; strike, lockout, or work stoppage or other restraint of labor, either partial or general, from whatever cause.

H. PAYMENT

The Judiciary will submit a purchase order that the Hotel will reference on the face of its invoice. The Judiciary may require additional invoices for payments being completed by guests of attendees. Invoices for guests are fully taxable. The Hotel will invoice the event for all room charges, meeting spaces, employee food and beverage, and audio-visual. The Judiciary will be required to pay a \$ non-refundable deposit upon the signing of this agreement. The deposit amount will be applied to the final event invoice. A government-issued purchasing card may be used by the Judiciary, at its discretion. Obligations to and rights of the Judiciary are governed exclusively by federal law.

I. OTHER

Clause	Title	Fill-ins
3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (APR 2026)	

B-5 Clauses Incorporated by Reference

OCT 2010

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>.

(END)

Section F - Deliveries or Performance

<u>LINE NUMBER/ DELIVERY NUMBER</u>	<u>ADDRESS</u>	<u>CONTACT INFORMATION</u>
0001/1	U.S. District Court	KENDRA LITT
0002/1	U.S. Courthouse, Suite 202	
0003/1	300 South Fourth Street Minneapolis, MN 55415	

PERIOD OF PERFORMANCE

ITEM	START	END
0001	05/12/2027	05/14/2027
0002	05/12/2027	05/14/2027
0003	05/12/2027	05/14/2027

3-5 Taxpayer Identification and Other Offeror Information

APR 2011

(a) Definitions

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN):

Ä

☐ TIN has been applied for.

☐ TIN is not required, because: _____

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) Type of organization:

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other _____.

(f) Contractor Representations

The offeror represents as part of its offer that it is ☐, is not ☐, 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

☐ Women Owned Business

☐ Minority Owned Business (if selected, then one sub-type is required)

☐ Black American Owned

☐ Hispanic American Owned

☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

☐ Individual/concern, other than one of the preceding.

(END)

3-315 Submission of Electronic Funds Transfer Information with Offer

APR 2013

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (i) of Clause 3-310, Payment by Electronic Funds Transfer-Other Than System for Award Management (SAM) Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(END)

B-1 Solicitation Provisions Incorporated by Reference

OCT 2010

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

(END)

P-1 Submission and Evaluation of Quotes

This is a request for Open Market Pricing.

Quotes may be e-mailed to the Issue Office identified in Block 5A of the SF-18 by the date and time indicated in Block 10, and should be directed to the attention of Kendra Litt, kendra_lit@mnd.uscourts.gov.

A firm fixed price award will be made on the basis of lowest priced, technically acceptable offer.

Quotes as well as any questions concerning this RFQ should be addressed to Kendra Litt at kendra_litt@mnd.uscourts.gov.

The place of performance for services will be within Mower County Minnesota.

2-85A Evaluation Inclusive of Options

JAN 2003

(a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).

(b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

(END)

**2027 U.S. District Court Clerk's Office and U.S. Probation Retreat,
District of Minnesota
RFQ MNXDCLERK26-0013 Quote Sheet**

Item	Rate	Qty	Quote Total
Lodging (Can not exceed GSA limit)		120 Rooms for 2 nights	
Conference Rooms		Up to 2 conference spaces for meeting and meals.	
AV Projector, projector screen, laptop plugins, sound system, wireless microphones and virtual connection capability for virtual attendees.		AV Package for each conference room and dinner space on May 12 th , 2027.	
Meals, Snacks, & Beverages Estimate (Can not exceed GSA limit)		2 Breakfasts, 2 Lunches, up to 2 Dinners and 2 days of snacks and refreshments for meetings for up to 120 people.	<i>Please confirm catering can accommodate GSA limits when meal planning begins.</i>

Other Cost & Fee Information	
Resort Fee	
Occupancy Charges (Beyond Double)	
Service Fees	
1pm Check Out Fee	
Deposit	

The undersigned expressly agree and warrant that they are authorized to sign and enter into this agreement on behalf of the party for which they sign.

Approved By:



(Printed name and signature)
Judiciary Contracting Officer



Date



(Printed name and signature)
Hotel Representative



Date

REQUEST FOR VENDOR INFORMATION AND TIN CERTIFICATION

Refer to the instructions page for further information on completing this form.

*Note: Typed forms and forms that include a populated Type of Vendor may result in more efficient and precise processing. **For handwritten forms, please see the General Instructions for the list of options for the Type of Vendor, Part 5 - U.S. Tax Classification, and Part 8 - Account Type drop down menus.*****Type of Vendor** **Intern vendors only (effective end date):** **Part 1 Payee Information**Line 1. Payee Name: Line 2. Additional payee information: (if applicable) **Part 2 Business Name (if different from above)****Part 3 Enter only *one* TIN in the appropriate box. The TIN must match the name given in Part 1, Line 1.**EIN: - or SSN: - - **Part 4 SAM UEI # (if applicable)** **Part 5 **Select the appropriate U.S. tax classification for person or entity listed in Part 1, Line 1.****Part 6 Mailing Address (where payments, orders, and IRS 1099 forms, as applicable, will be sent)**Street address: City: State: Zip code: Point of Contact (if different from Part 1, Line 1 above) Name: Phone #: (no dashes) Email address: **Part 7 Additional Address Information (if different from above)**Street address: City: State: Zip code: **Part 8 Electronic Funds Transfer (EFT) Information**Owner(s) name as it appears on bank account: Bank Name: ****Select an Account Type:** **Routing # (9 digits):**

Account Number: (do not include check number)

 Part 9 Certification**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct taxpayer identification number; and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature: Date: *Sensitive information must be securely maintained and only visible to designated staff.***Print****Save As...**

Page 1 of 3

Reset

General Instructions

Purpose of the AO 213: The Judiciary utilizes the AO 213 to collect information necessary to facilitate payment. For many payments, the Judiciary is required to file an information return (e.g., 1099-MISC; 1099-NEC; 1099-INT) with the IRS and, therefore, must obtain payees' correct names and associated TINs to do so. If a TIN is not provided, a payee may be subject to backup withholding – situations where the Judiciary must withhold a certain percentage to ensure the IRS receives any tax due on the payment.

Payments disbursed by the Treasury on the Judiciary's behalf must collect payee TINs to comply with the Treasury's TIN Policy.

Payee TINs, obtained through this form, may be used by the government to collect and report on any delinquent amounts arising out of the payee's relationship with the government.

****Vendor Type:** Select the option from the Vendor Type drop down menu that most accurately reflects current business operations or type of individual requiring a payment from the Judiciary.

The following are the available choices for this drop down menu:

- Billing/Accounts Receivable
- Business Entity
- Court Reporter
- Fed Pub Defender
- Intern
- Juror
- Other

Intern vendors, enter the effective end date only if intern vendor is selected in the Type of Vendor drop down.

Part 1, Line 1

Do not leave this line blank. Enter only one name for you or your entity. The name should match the name on your or your entity's U.S. tax return.

Name or Entity	Instructions
Individual	Enter the name shown on your U.S. tax return. If you have changed your last name without informing the Social Security Administration of the name change, enter your first name, the last name as shown on your social security card, and your new last name. For Individual Taxpayer Identification Number (ITIN) applicants, enter your name as it was entered on your IRS form W-7 application, line 1a.
Sole Proprietor or Single Member LLC	Enter the name shown on the IRS 1040/1040A/1040EZ. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Partnership, LLCs, or Corporations (except Single-Member LLCs)	Enter entity name as shown on the entity's U.S. tax return in Part 1. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Medical and Healthcare Providers	Enter the name shown on the IRS 1040/1040A/1040EZ. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.
Other Entities (e.g., trusts, non-profit entities, government agencies)	Enter entity name as shown on the entity's U.S. tax return in Part 1. You may enter your business name or "doing business as" (DBA) name in Part 2, as applicable.

Part 1, Line 2

If this form is being completed so that payment may be payable to more than one person or entity, enter in Part 1, Line 1 the name of the person or entity whose TIN you entered in Part 3. Additional names (e.g., "and" or "or") or additional information for payments (e.g., "care of") must be entered in Part 1, Line 2.

If payments are to be made to . . .	Then enter the following . . .
Payee 1 AND Payee 2, co-owners of a joint account	Payee 1's name in Part 1, Line 1; Payee 2's name in Part 1, Line 2; Payee 1's name in Part 3.
Payee 1, Payee 2, AND Payee 3	Payee 1's name in Part 1, Line 1; Payee 2's name and Payee 3's name in Part 1, Line 2; Payee 1's name in Part 3.
Payee 1, Payee 2, OR Payee 3	Payee 1's name in Part 1, Line 1; Payee 2's name OR Payee 3's name in Part 1, Line 2; Payee 1's name in Part 3.
Payee 1, CARE OF (c/o) Power of Attorney	Payee 1's name in Part 1, Line 1; C/O Power of Attorney name in Part 1, Line 2; Payee 1's name in Part 3.

Part 2

If you have a business or DBA name, you may enter it in Part 2.

Part 3

Enter your or your entity's TIN in the appropriate box. The TIN must be the TIN associated with the one person or one entity listed in Part 1, Line 1. If you are a resident alien and you do not have – and are not eligible to get – an SSN, your TIN is your ITIN. Enter it in the social security number box. If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Part 4

If applicable, enter your 12 alpha-numeric SAM Unique Entity Identifier (SAM UEI).

Part 5

****U.S. Tax Classification:** Select the appropriate box in Part 5 for the U.S. tax classification of the person or the entity's whose name is entered in Part 1.

The following are the available choices for this drop down menu:

- Attorney or Law Firm (including LLCs and corporations)
- C Corporation (non-health/medical care provider nor attorney/law firm)
- S Corporation (non-health/medical care provider nor attorney/law firm)
- Government Entity (fed, state, local)
- Individual
- LLC - C Corp (non-health/medical care provider nor attorney/law firm)
- LLC - S Corp (non-health/medical care provider nor attorney/law firm)
- LLC - Partnership (non-health/medical care provider nor attorney/law firm)
- Medical or Health Care Provider (including LLCs and Corporations)
- Non-Profit
- Partnership
- Single-member LLC
- Sole Proprietor
- Trust/Estate

Part 6

Enter your address (number, street, and apartment or suite number). This is where any information returns (e.g., 1099-MISC; 1099-NEC; 1099-INT), if applicable, will be mailed.

A point-of-contact (POC), email, and phone number may be entered, if desired. A POC must be entered should the POC differ from the entity or individual in Part 1, Line 1.

Part 7

If you have an additional address other than the address provided in Part 6, such as a physical address different from the mailing address for information returns, you may enter it here.

Part 8

The Routing Number must be nine digits. If you are unsure of your banking information, consult your financial institution.

****Account Type:** You must identify your account as either checking or savings to ensure our payment is accepted by your financial institution.

The following are the available choices for this drop down menu:

- Checking
- Savings

Part 9

You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

For item 3, you are considered a U.S. person, for federal tax purposes, if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in, or under the laws of, the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in 26 CFR 301.7701-7).

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-4939 Revision No.: 31 Date Of Last Revision: 8/20/2026

State: Minnesota, Wisconsin

Area: Minnesota Counties of Carlton and St Louis

Wisconsin Counties of Douglas

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.41
01012 - Accounting Clerk II		21.77
01013 - Accounting Clerk III		24.36
01020 - Administrative Assistant		35.10
01035 - Court Reporter		22.15
01041 - Customer Service Representative I		17.65
01042 - Customer Service Representative II		19.26
01043 - Customer Service Representative III		21.61
01051 - Data Entry Operator I		13.56
01052 - Data Entry Operator II		14.81
01060 - Dispatcher, Motor Vehicle		28.61
01070 - Document Preparation Clerk		20.28
01090 - Duplicating Machine Operator		20.28
01111 - General Clerk I		18.39
01112 - General Clerk II		20.06
01113 - General Clerk III		22.51
01120 - Housing Referral Assistant		24.70
01141 - Messenger Courier		17.94
01191 - Order Clerk I		16.17
01192 - Order Clerk II		17.64
01261 - Personnel Assistant (Employment) I		19.81
01262 - Personnel Assistant (Employment) II		22.15
01263 - Personnel Assistant (Employment) III		24.70
01270 - Production Control Clerk		33.42
01290 - Rental Clerk		21.03
01300 - Scheduler, Maintenance		19.80
01311 - Secretary I		19.80
01312 - Secretary II		22.15
01313 - Secretary III		24.70
01320 - Service Order Dispatcher		25.57
01410 - Supply Technician		35.10
01420 - Survey Worker		21.76
01460 - Switchboard Operator/Receptionist		16.99
01531 - Travel Clerk I		16.39
01532 - Travel Clerk II		18.39
01533 - Travel Clerk III		20.58
01611 - Word Processor I		17.64
01612 - Word Processor II		19.80
01613 - Word Processor III		22.15
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		27.13
05010 - Automotive Electrician		24.36
05040 - Automotive Glass Installer		23.30
05070 - Automotive Worker		23.30
05110 - Mobile Equipment Servicer		21.17
05130 - Motor Equipment Metal Mechanic		25.31
05160 - Motor Equipment Metal Worker		23.30
05190 - Motor Vehicle Mechanic		25.31
05220 - Motor Vehicle Mechanic Helper		20.03
05250 - Motor Vehicle Upholstery Worker		22.26
05280 - Motor Vehicle Wrecker		23.30
05310 - Painter, Automotive		24.36
05340 - Radiator Repair Specialist		23.30
05370 - Tire Repairer		20.02
05400 - Transmission Repair Specialist		25.31
07000 - Food Preparation And Service Occupations		

07010 - Baker	17.88
07041 - Cook I	19.37
07042 - Cook II	21.32
07070 - Dishwasher	14.53
07130 - Food Service Worker	16.35
07210 - Meat Cutter	21.50
07260 - Waiter/Waitress	11.56
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.84
09040 - Furniture Handler	19.63
09080 - Furniture Refinisher	26.84
09090 - Furniture Refinisher Helper	22.07
09110 - Furniture Repairer, Minor	24.53
09130 - Upholsterer	26.84
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.05
11060 - Elevator Operator	17.90
11090 - Gardener	21.82
11122 - Housekeeping Aide	17.90
11150 - Janitor	17.90
11210 - Laborer, Grounds Maintenance	18.36
11240 - Maid or Houseman	16.88
11260 - Pruner	17.18
11270 - Tractor Operator	20.65
11330 - Trail Maintenance Worker	18.36
11360 - Window Cleaner	19.13
12000 - Health Occupations	
12010 - Ambulance Driver	19.41
12011 - Breath Alcohol Technician	26.26
12012 - Certified Occupational Therapist Assistant	33.37
12015 - Certified Physical Therapist Assistant	31.20
12020 - Dental Assistant	28.55
12025 - Dental Hygienist	45.01
12030 - EKG Technician	40.83
12035 - Electroneurodiagnostic Technologist	40.83
12040 - Emergency Medical Technician	19.41
12071 - Licensed Practical Nurse I	23.48
12072 - Licensed Practical Nurse II	26.26
12073 - Licensed Practical Nurse III	29.29
12100 - Medical Assistant	23.07
12130 - Medical Laboratory Technician	31.38
12160 - Medical Record Clerk	22.27
12190 - Medical Record Technician	24.92
12195 - Medical Transcriptionist	24.68
12210 - Nuclear Medicine Technologist	57.73
12221 - Nursing Assistant I	15.45
12222 - Nursing Assistant II	17.37
12223 - Nursing Assistant III	18.96
12224 - Nursing Assistant IV	21.27
12235 - Optical Dispenser	22.23
12236 - Optical Technician	23.48
12250 - Pharmacy Technician	22.84
12280 - Phlebotomist	19.80
12305 - Radiologic Technologist	37.53
12311 - Registered Nurse I	27.05
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II, Specialist	33.08
12314 - Registered Nurse III	40.03
12315 - Registered Nurse III, Anesthetist	40.03
12316 - Registered Nurse IV	47.99
12317 - Scheduler (Drug and Alcohol Testing)	32.54
12320 - Substance Abuse Treatment Counselor	24.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	26.02
13012 - Exhibits Specialist II	32.24
13013 - Exhibits Specialist III	39.44
13041 - Illustrator I	26.02
13042 - Illustrator II	32.24
13043 - Illustrator III	39.44
13047 - Librarian	35.70
13050 - Library Aide/Clerk	18.61
13054 - Library Information Technology Systems Administrator	32.24
13058 - Library Technician	24.06
13061 - Media Specialist I	23.26
13062 - Media Specialist II	26.02
13063 - Media Specialist III	29.02
13071 - Photographer I	23.26
13072 - Photographer II	26.02
13073 - Photographer III	32.24
13074 - Photographer IV	39.44
13075 - Photographer V	47.71
13090 - Technical Order Library Clerk	23.36
13110 - Video Teleconference Technician	22.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.48
14042 - Computer Operator II	25.15
14043 - Computer Operator III	28.04
14044 - Computer Operator IV	31.15
14045 - Computer Operator V	34.50
14071 - Computer Programmer I	(see 1) 24.95
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)

14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		22.48
14160 - Personal Computer Support Technician		31.15
14170 - System Support Specialist		34.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.25
15020 - Aircrew Training Devices Instructor (Rated)		41.44
15030 - Air Crew Training Devices Instructor (Pilot)		49.69
15050 - Computer Based Training Specialist / Instructor		34.25
15060 - Educational Technologist		36.28
15070 - Flight Instructor (Pilot)		49.69
15080 - Graphic Artist		26.85
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		49.69
15086 - Maintenance Test Pilot, Rotary Wing		49.69
15088 - Non-Maintenance Test/Co-Pilot		49.69
15090 - Technical Instructor		29.34
15095 - Technical Instructor/Course Developer		35.89
15110 - Test Proctor		23.69
15120 - Tutor		23.69
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		17.90
16030 - Counter Attendant		17.90
16040 - Dry Cleaner		20.45
16070 - Finisher, Flatwork, Machine		17.90
16090 - Presser, Hand		17.90
16110 - Presser, Machine, Drycleaning		17.90
16130 - Presser, Machine, Shirts		17.90
16160 - Presser, Machine, Wearing Apparel, Laundry		17.90
16190 - Sewing Machine Operator		21.30
16220 - Tailor		22.15
16250 - Washer, Machine		18.75
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		36.42
19040 - Tool And Die Maker		42.04
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		23.12
21030 - Material Coordinator		33.42
21040 - Material Expediter		33.42
21050 - Material Handling Laborer		21.19
21071 - Order Filler		16.68
21080 - Production Line Worker (Food Processing)		23.12
21110 - Shipping Packer		23.03
21130 - Shipping/Receiving Clerk		23.03
21140 - Store Worker I		20.91
21150 - Stock Clerk		25.38
21210 - Tools And Parts Attendant		23.12
21410 - Warehouse Specialist		23.12
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.64
23019 - Aircraft Logs and Records Technician		30.36
23021 - Aircraft Mechanic I		34.51
23022 - Aircraft Mechanic II		35.64
23023 - Aircraft Mechanic III		36.91
23040 - Aircraft Mechanic Helper		27.31
23050 - Aircraft, Painter		33.21
23060 - Aircraft Servicer		30.36
23070 - Aircraft Survival Flight Equipment Technician		33.21
23080 - Aircraft Worker		31.77
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		31.77
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		34.51
23110 - Appliance Mechanic		36.42
23120 - Bicycle Repairer		31.65
23125 - Cable Splicer		49.23
23130 - Carpenter, Maintenance		29.10
23140 - Carpet Layer		34.84
23160 - Electrician, Maintenance		40.37
23181 - Electronics Technician Maintenance I		38.68
23182 - Electronics Technician Maintenance II		40.44
23183 - Electronics Technician Maintenance III		42.02
23260 - Fabric Worker		33.29
23290 - Fire Alarm System Mechanic		33.48
23310 - Fire Extinguisher Repairer		31.65
23311 - Fuel Distribution System Mechanic		37.84
23312 - Fuel Distribution System Operator		31.65
23370 - General Maintenance Worker		28.15
23380 - Ground Support Equipment Mechanic		34.51
23381 - Ground Support Equipment Servicer		30.36
23382 - Ground Support Equipment Worker		31.77
23391 - Gunsmith I		31.65
23392 - Gunsmith II		34.84
23393 - Gunsmith III		37.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic		36.40
23411 - Heating, Ventilation And Air Contidioning		

Mechanic (Research Facility)		37.59
23430 - Heavy Equipment Mechanic		37.08
23440 - Heavy Equipment Operator		36.08
23460 - Instrument Mechanic		37.84
23465 - Laboratory/Shelter Mechanic		36.42
23470 - Laborer		21.19
23510 - Locksmith		36.42
23530 - Machinery Maintenance Mechanic		40.09
23550 - Machinist, Maintenance		31.64
23580 - Maintenance Trades Helper		20.61
23591 - Metrology Technician I		37.84
23592 - Metrology Technician II		39.08
23593 - Metrology Technician III		40.47
23640 - Millwright		37.45
23710 - Office Appliance Repairer		24.35
23760 - Painter, Maintenance		32.11
23790 - Pipefitter, Maintenance		42.31
23810 - Plumber, Maintenance		40.71
23820 - Pneudraulic Systems Mechanic		37.84
23850 - Rigger		37.84
23870 - Scale Mechanic		34.84
23890 - Sheet-Metal Worker, Maintenance		39.60
23910 - Small Engine Mechanic		27.02
23931 - Telecommunications Mechanic I		33.53
23932 - Telecommunications Mechanic II		34.62
23950 - Telephone Lineman		37.84
23960 - Welder, Combination, Maintenance		27.68
23965 - Well Driller		37.84
23970 - Woodcraft Worker		37.84
23980 - Woodworker		31.65
24000 - Personal Needs Occupations		
24550 - Case Manager		23.42
24570 - Child Care Attendant		14.89
24580 - Child Care Center Clerk		18.58
24610 - Chore Aide		17.50
24620 - Family Readiness And Support Services Coordinator		23.42
24630 - Homemaker		23.42
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		36.18
25040 - Sewage Plant Operator		31.56
25070 - Stationary Engineer		36.18
25190 - Ventilation Equipment Tender		28.63
25210 - Water Treatment Plant Operator		31.56
27000 - Protective Service Occupations		
27004 - Alarm Monitor		30.77
27007 - Baggage Inspector		18.08
27008 - Corrections Officer		29.52
27010 - Court Security Officer		24.69
27030 - Detection Dog Handler		20.22
27040 - Detention Officer		29.52
27070 - Firefighter		22.81
27101 - Guard I		18.08
27102 - Guard II		20.22
27131 - Police Officer I		33.62
27132 - Police Officer II		37.37
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		17.99
28042 - Carnival Equipment Repairer		19.02
28043 - Carnival Worker		14.97
28210 - Gate Attendant/Gate Tender		21.23
28310 - Lifeguard		15.24
28350 - Park Attendant (Aide)		23.75
28510 - Recreation Aide/Health Facility Attendant		17.34
28515 - Recreation Specialist		29.42
28630 - Sports Official		18.92
28690 - Swimming Pool Operator		20.93
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		34.60
29020 - Hatch Tender		34.60
29030 - Line Handler		34.60
29041 - Stevedore I		33.06
29042 - Stevedore II		36.17
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.54
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	32.09
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	35.33
30021 - Archeological Technician I		20.38
30022 - Archeological Technician II		22.80
30023 - Archeological Technician III		28.25
30030 - Cartographic Technician		28.25
30040 - Civil Engineering Technician		37.83
30051 - Cryogenic Technician I		31.28
30052 - Cryogenic Technician II		34.55
30061 - Drafter/CAD Operator I		20.38
30062 - Drafter/CAD Operator II		22.80
30063 - Drafter/CAD Operator III		25.42
30064 - Drafter/CAD Operator IV		31.28
30081 - Engineering Technician I		18.09

30082 - Engineering Technician II	20.30
30083 - Engineering Technician III	22.71
30084 - Engineering Technician IV	28.13
30085 - Engineering Technician V	34.40
30086 - Engineering Technician VI	41.62
30090 - Environmental Technician	29.95
30095 - Evidence Control Specialist	28.25
30210 - Laboratory Technician	38.02
30221 - Latent Fingerprint Technician I	31.28
30222 - Latent Fingerprint Technician II	34.55
30240 - Mathematical Technician	28.25
30361 - Paralegal/Legal Assistant I	22.62
30362 - Paralegal/Legal Assistant II	28.02
30363 - Paralegal/Legal Assistant III	34.28
30364 - Paralegal/Legal Assistant IV	41.46
30375 - Petroleum Supply Specialist	34.55
30390 - Photo-Optics Technician	28.25
30395 - Radiation Control Technician	34.55
30461 - Technical Writer I	28.25
30462 - Technical Writer II	34.55
30463 - Technical Writer III	41.80
30491 - Unexploded Ordnance (UXO) Technician I	29.57
30492 - Unexploded Ordnance (UXO) Technician II	35.78
30493 - Unexploded Ordnance (UXO) Technician III	42.89
30494 - Unexploded (UXO) Safety Escort	29.57
30495 - Unexploded (UXO) Sweep Personnel	29.57
30501 - Weather Forecaster I	31.28
30502 - Weather Forecaster II	38.05
30620 - Weather Observer, Combined Upper Air Or	
Surface Programs	(see 2) 25.42
30621 - Weather Observer, Senior	(see 2) 28.25
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.78
31020 - Bus Aide	19.40
31030 - Bus Driver	24.27
31043 - Driver Courier	20.51
31260 - Parking and Lot Attendant	15.00
31290 - Shuttle Bus Driver	17.49
31310 - Taxi Driver	16.99
31361 - Truckdriver, Light	21.68
31362 - Truckdriver, Medium	22.80
31363 - Truckdriver, Heavy	29.31
31364 - Truckdriver, Tractor-Trailer	29.31
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.45
99030 - Cashier	15.87
99050 - Desk Clerk	17.17
99095 - Embalmer	36.24
99130 - Flight Follower	29.57
99251 - Laboratory Animal Caretaker I	18.32
99252 - Laboratory Animal Caretaker II	19.36
99260 - Marketing Analyst	31.37
99310 - Mortician	36.24
99410 - Pest Controller	29.90
99510 - Photofinishing Worker	15.54
99710 - Recycling Laborer	29.38
99711 - Recycling Specialist	33.03
99730 - Refuse Collector	27.48
99810 - Sales Clerk	16.66
99820 - School Crossing Guard	22.38
99830 - Survey Party Chief	33.76
99831 - Surveying Aide	22.67
99832 - Surveying Technician	29.65
99840 - Vending Machine Attendant	21.53
99841 - Vending Machine Repairer	24.00
99842 - Vending Machine Repairer Helper	21.65

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.92 per hour, up to 40 hours per week, or \$236.80 per week or \$1,026.13 per month

HEALTH & WELFARE EO 13706: \$5.42 per hour, up to 40 hours per week, or \$216.80 per week, or \$939.46 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).""