

Request for Quotation

RFQ number: MNXDCLERK25-0004

Quotes due no later than: January 24th, 2025, 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 September 2025 event with an estimated 50 participants, to be held in North Central Minnesota. The place of performance will be within Minnesota counties Cass or Crow Wing. 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 #MNXDCLERK25-0004
2. Hotel/Lodging Agreement Template
3. Form AO213: Request for Vendor Information and TIN Certification
4. Department of Labor Wage Determination 2015-4955 Revision 20 (pertains to above-listed counties)

Please submit a completed Request for Quotation #MNXDCLERK25-0004, 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)**

1. REQUEST NO. MNXDCLERK25-0004	2. DATE ISSUED 01/10/2025	3. REQUISITION/PURCHASE REQUEST NO. MNXDCLERK25-0046	NOT USED
5a. ISSUED BY KENDRA LITT Kendra T. Litt U.S District Court of Minnesota 300 South Fourth Street Room 202 Minneapolis, MN 55415			6. DELIVER BY (date) See Line Items
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
NAME KENDRA LITT		TELEPHONE NUMBER AREA CODE NUMBER Ext.:	9. DESTINATION U.S. District Court U.S. Courthouse, Suite 202 300 South Fourth Street Minneapolis, MN 55415 KENDRA LITT
8. TO:			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 01/24/2025 17:00:00		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)

CLIN NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
See Lines					

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE
NOTE: Additional provisions and representations [X] are [] 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	

Supplies or Services and Prices/Costs

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0001	Conference Room - September 2025 In-Court Seminar Space Rental 1 main conference room to comfortably accommodate up to 50 adults. 1 full day & 2 half days Additional space to comfortably accommodate up to 50 adults for an evening post dinner social event	1			

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0002	HOTEL/LODGING/ETC. - In Court Seminar Lodging, 40 Rooms for 2 nights	1			

CLIN NO.	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
0003	In Court Seminar AV Equipment (e.g., projector, projector screen, laptop plugins, sound system and wireless microphones and internet access) Needed from 1:00 p.m. on the arrival date, through 1:00 p.m. on the departure date.	1	Month		

Applicable Clauses

CT-4 Judiciary Open Market Clauses (Services)

NOV 2014

This award incorporates the following Judiciary clauses:

1. Clause B-5, Clauses Incorporated by Reference (SEP 2010) (DEVIATION)

This contract 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>. The following clauses apply as indicated:

No.	Title	Date
[X] Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	JUN 2014
[] Clause 3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment Multiple Year and Option Contracts	JUN 2012
[X] Clause 3-300	Registration in the System for Award Management (SAM)	APR 2013
[X] Clause 3-305	Payment by Electronic Funds Transfer – System for Award Management (SAM) Registration	APR 2013
[X] Clause 3-310	Payment by Electronic Funds Transfer – Other Than System for Award Management (SAM) Registration (applies only if Clauses 3-300 and 3-305 do not apply)	APR 2013
[] Clause 6-20	Insurance – Work on or Within a Judiciary Facility	APR 2011
[] Clause 7-55	Contractor Use of Judiciary Networks	JUN 2014
[] Clause 7-65	Protection of Judiciary Buildings, Equipment and Vegetation	APR 2013
[] Clause 7-115	Availability of Funds	JAN 2003

(END)

List of Attachments

Identifier	Title	Date	Number of Pages
1	Wage Determination 2015-4955 Rev. 20	11/28/2022	8

Representations, Certifications and Other Statements of Offerors or Respondents

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):

[] 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)

Instructions to Offerors or Respondents

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)

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)

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 Minnesota counties Cass or Crow Wing.

Evaluation of Quotes

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)

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: 2025 Judges In-Court Seminar

REQUESTED DATE RANGE

OPTIONS FOR EVENT: September 3-5, 2025
September 22-24, 2025

ANTICIPATED ATTENDANCE: Up to 50

A. ROOM RESERVATIONS AND RATES

The Judiciary reserves the following block of guest rooms:

CHECK-IN DATE: September _____, 2025

CHECK-OUT DATE: September _____, 2025

NUMBER OF ROOMS (per night): 40

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). All rooms must have individual locks. 3-5 rooms must be ADA accessible. The Hotel will provide overnight parking for up to 75 vehicles, including an EV charging stations.

In the event a guest arrives prior to the check-in date or remains past the check-out date, the Hotel will offer an extension of the group rate on a space available basis.

A rooming list will be completed by the Judiciary which will contain each guest's name, arrival/departure time, smoking/non-smoking preference and any special needs. This list will be provided to the Hotel by [REDACTED], 2025. All reservations will be made by [REDACTED], 2025.

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 main conference room with a movable podium, to comfortably accommodate up to 50 adults in "rounds" of 6-8 people or a classroom style set up facing the front of the room, and an audio-visual package (e.g., projector, projector screen, laptop plugins, sound system and wireless microphones and internet access). An additional space to comfortably accommodate up to 50 adults for an evening post dinner social event to be held either night 1 or 2 (unspecified table arrangement). The conference rooms and audio-visual package will be needed from 1:00 p.m. on the arrival date, through 1:00 p.m. on the departure date. To ensure mobility and security concerns of the Judiciary can be addressed, the conference rooms will be in similar proximity to the guest rooms. Conference room rental will be \$ [REDACTED] for each of the 2 half- days and \$ [REDACTED] for the full day. Audio-visual package will be \$ [REDACTED] for each of the 2 half- days and \$ [REDACTED] for the full day. A service fee of [REDACTED] % will be added to (conference room rental only, audio-visual package only, or both).

The Judiciary does not require but requests the Hotel's outdoor space details and features (e.g. patio, fire put, etc.) The outdoor details include _____ and will be \$ [REDACTED] for each day. A service fee of [REDACTED] % will be added for the use of outdoor spaces.

The Hotel will provide the following food/beverage services during the event to up to 50 adults: Meal service for 2 breakfasts, 1 lunch and 2 dinners. Snack and beverage service for up to 40 adults will be provided by the Hotel on all 3 days. The Hotel will accommodate special dietary needs and customize group meal options for

USDC 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 "USDC" 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 Hotel will invoice the event for all room charges, meeting spaces, food and beverage, and audio-visual charges in to 4 separate invoices for different funding sources the Judiciary will be using. The Judiciary will submit multiple purchase order numbers that the Hotel will reference the on the face of its invoice. 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

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 PAYEE INFORMATION AND TIN CERTIFICATION

Refer to the instructions page for further information on completing this form. Vendors providing goods and services must use the AO 213 form.

*Note: Typed forms and forms that include a populated Type of Payee 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 Payee, Refund recipient only. Is the refund over \$200?, and Part 4 - U.S. Tax Classification, and Part 6 - Account Type drop down menus.*

****Type of Payee**

Refund recipient only. Is the refund over \$200?

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 provided must match the name given in Part 1, Line 1.

EIN: - or SSN: - -

Part 4 **Select the appropriate U.S. tax classification for person or entity listed in Part 1, Line 1.

Part 5 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 above)*:

Name: Phone #:

Email:

Part 6 Electronic Funds Transfer (EFT) Information

Owner(s) name appearing on bank account:

Bank Name:

Select an Account Type: Routing # (9 digits):

Account number *(do not include check number)*

Part 7 Additional Payees' Signatures

(if applicable for EFT payments)

By signing as a joint payee, you are authorizing the Judiciary to make a payment on your behalf to the bank account entered in Part 6.

Joint Payee(s) Signature(s): _____

Part 8 Certification of Account Holder

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 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.

Payee Signature: _____ Date: _____

Sensitive information must be securely maintained and only visible to designated staff.

General Instructions

Purpose of the AO 213P: The Judiciary utilizes the AO 213P 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.

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

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

- Business Entity
- Other
- Refund Recipient
- Unclaimed Fund Claimant
- Unclaimed Funds Trustee

****Refund recipient only. Is the refund over \$200?**

- Yes
- No

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 <u>was entered</u> on your IRS Form W-7 application, line 1a.
Sole proprietor or Single member LLC	Enter the name shown on 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.
Other entities (e.g., trusts, non-profit entities, government agencies)	Enter entity name in Part 1 as shown on required U.S. tax documents which matches the entity shown on the charter or legal document creating the entity, as applicable.

Part 1, Line 2

If this form is being completed so that a payment may be issued 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 U.S. Treasury check payments (e.g., "care of") must be entered in Part 1, Line 2.

If payments is to be made by...	Then, enter the following...
EFT to 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 TIN in Part 3.
A Treasury check made payable to 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 TIN in Part 3.
A Treasury check made payable to 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 TIN in Part 3.
A Treasury check made payable to 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 TIN 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 person or entity listed in Part 1, Line 1. If you are not a resident alien and 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 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

****U.S Tax Classification:** Select the appropriate box in Part 4 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:

- Individual
- C Corporation
- S Corporation
- Single member LLC
- Government Entity (fed, state, local)
- LLC - C Corp
- LLC - S Corp
- LLC - Partnership
- Partnership
- Trust/Estate
- Non-Profit Organization
- Attorney or Law Firm (including LLCs and corporations)

Part 5

Enter your address (number, street, and apartment or suite number). This is where your paper Treasury check and 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 6

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 7

For EFT payments, joint payees signing this form are authorizing one payment be made to the bank account entered in Part 6. Any associated tax reporting after receipt of the payment is the responsibility of the recipient of funds.

Part 8

For a payment issued to more than one person or entity, only the person whose TIN is shown in Part 3 should sign. As a signer, 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).

For a joint account EFT payment or a joint payment by a Treasury check, only the person whose TIN is shown in Part 3 should sign.

"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		Wage Determination No.: 2015-4959 Revision No.: 18 Date Of Last Revision: 07/01/2022
Division of Wage Determinations		

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:	With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Minnesota

Area: Minnesota Counties of Aitkin Cook Itasca Kanabec Koochiching Lake Pine

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.20
01012 - Accounting Clerk II		17.06
01013 - Accounting Clerk III		19.08
01020 - Administrative Assistant		29.34
01035 - Court Reporter		19.15
01041 - Customer Service Representative I		14.08***
01042 - Customer Service Representative II		15.57
01043 - Customer Service Representative III		17.28
01051 - Data Entry Operator I		13.57***
01052 - Data Entry Operator II		14.81***
01060 - Dispatcher Motor Vehicle		20.91
01070 - Document Preparation Clerk		16.26
01090 - Duplicating Machine Operator		16.26
01111 - General Clerk I		14.46***
01112 - General Clerk II		15.77
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		21.35
01141 - Messenger Courier		12.44***
01191 - Order Clerk I		14.05***
01192 - Order Clerk II		15.25
01261 - Personnel Assistant (Employment) I		17.12
01262 - Personnel Assistant (Employment) II		19.15
01263 - Personnel Assistant (Employment) III		21.35
01270 - Production Control Clerk		29.57
01290 - Rental Clerk		12.33***
01300 - Scheduler Maintenance		17.12
01311 - Secretary I		17.12
01312 - Secretary II		19.15
01313 - Secretary III		21.35
01320 - Service Order Dispatcher		17.61
01410 - Supply Technician		29.34
01420 - Survey Worker		17.60
01460 - Switchboard Operator/Receptionist		16.76
01531 - Travel Clerk I		15.68
01532 - Travel Clerk II		16.84
01533 - Travel Clerk III		18.10
01611 - Word Processor I		15.25

01612 - Word Processor II	17.12
01613 - Word Processor III	19.15
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	24.25
05010 - Automotive Electrician	21.63
05040 - Automotive Glass Installer	20.77
05070 - Automotive Worker	20.77
05110 - Mobile Equipment Servicer	18.87
05130 - Motor Equipment Metal Mechanic	22.38
05160 - Motor Equipment Metal Worker	20.77
05190 - Motor Vehicle Mechanic	22.38
05220 - Motor Vehicle Mechanic Helper	17.86
05250 - Motor Vehicle Upholstery Worker	19.85
05280 - Motor Vehicle Wrecker	20.77
05310 - Painter Automotive	21.63
05340 - Radiator Repair Specialist	20.77
05370 - Tire Repairer	18.87
05400 - Transmission Repair Specialist	22.38
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.27***
07041 - Cook I	16.57
07042 - Cook II	18.24
07070 - Dishwasher	11.61***
07130 - Food Service Worker	14.34***
07210 - Meat Cutter	22.96
07260 - Waiter/Waitress	11.61***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.89
09040 - Furniture Handler	18.27
09080 - Furniture Refinisher	24.89
09090 - Furniture Refinisher Helper	21.38
09110 - Furniture Repairer Minor	23.10
09130 - Upholsterer	24.89
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	14.24***
11060 - Elevator Operator	14.24***
11090 - Gardener	18.01
11122 - Housekeeping Aide	14.41***
11150 - Janitor	14.41***
11210 - Laborer Grounds Maintenance	15.16
11240 - Maid or Houseman	14.99***
11260 - Pruner	14.18***
11270 - Tractor Operator	17.04
11330 - Trail Maintenance Worker	15.16
11360 - Window Cleaner	15.41
12000 - Health Occupations	
12010 - Ambulance Driver	18.56
12011 - Breath Alcohol Technician	20.11
12012 - Certified Occupational Therapist Assistant	27.59
12015 - Certified Physical Therapist Assistant	27.59
12020 - Dental Assistant	22.81
12025 - Dental Hygienist	37.21
12030 - EKG Technician	30.48
12035 - Electroneurodiagnostic Technologist	30.48
12040 - Emergency Medical Technician	18.56
12071 - Licensed Practical Nurse I	17.98
12072 - Licensed Practical Nurse II	20.11
12073 - Licensed Practical Nurse III	22.42
12100 - Medical Assistant	20.46
12130 - Medical Laboratory Technician	28.97
12160 - Medical Record Clerk	20.49
12190 - Medical Record Technician	22.92
12195 - Medical Transcriptionist	17.98
12210 - Nuclear Medicine Technologist	44.21
12221 - Nursing Assistant I	12.53***
12222 - Nursing Assistant II	14.08***
12223 - Nursing Assistant III	15.36
12224 - Nursing Assistant IV	17.24
12235 - Optical Dispenser	19.11
12236 - Optical Technician	17.98
12250 - Pharmacy Technician	18.48
12280 - Phlebotomist	17.98
12305 - Radiologic Technologist	30.02
12311 - Registered Nurse I	25.14
12312 - Registered Nurse II	30.72
12313 - Registered Nurse II Specialist	30.72
12314 - Registered Nurse III	37.16
12315 - Registered Nurse III Anesthetist	37.16
12316 - Registered Nurse IV	44.55
12317 - Scheduler (Drug and Alcohol Testing)	24.92
12320 - Substance Abuse Treatment Counselor	27.75
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.50
13012 - Exhibits Specialist II	24.17
13013 - Exhibits Specialist III	29.56
13041 - Illustrator I	19.50
13042 - Illustrator II	24.17

13043 - Illustrator III	29.56
13047 - Librarian	26.75
13050 - Library Aide/Clerk	15.68
13054 - Library Information Technology Systems Administrator	24.15
13058 - Library Technician	17.82
13061 - Media Specialist I	17.48
13062 - Media Specialist II	19.56
13063 - Media Specialist III	21.80
13071 - Photographer I	16.50
13072 - Photographer II	19.56
13073 - Photographer III	24.22
13074 - Photographer IV	29.64
13075 - Photographer V	35.86
13090 - Technical Order Library Clerk	19.92
13110 - Video Teleconference Technician	17.48
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.14
14042 - Computer Operator II	21.41
14043 - Computer Operator III	23.87
14044 - Computer Operator IV	26.53
14045 - Computer Operator V	29.38
14071 - Computer Programmer I (see 1)	19.66
14072 - Computer Programmer II (see 1)	24.35
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	19.14
14160 - Personal Computer Support Technician	26.53
14170 - System Support Specialist	29.38
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.96
15020 - Aircrew Training Devices Instructor (Rated)	35.04
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	28.96
15060 - Educational Technologist	34.80
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	25.91
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.44
15086 - Maintenance Test Pilot Rotary Wing	40.44
15088 - Non-Maintenance Test/Co-Pilot	40.44
15090 - Technical Instructor	21.71
15095 - Technical Instructor/Course Developer	26.57
15110 - Test Proctor	17.52
15120 - Tutor	17.52
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.81***
16030 - Counter Attendant	13.81***
16040 - Dry Cleaner	15.81
16070 - Finisher Flatwork Machine	13.81***
16090 - Presser Hand	13.81***
16110 - Presser Machine Drycleaning	13.81***
16130 - Presser Machine Shirts	13.81***
16160 - Presser Machine Wearing Apparel Laundry	13.81***
16190 - Sewing Machine Operator	16.74
16220 - Tailor	17.69
16250 - Washer Machine	14.47***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	28.04
19040 - Tool And Die Maker	31.93
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.05
21030 - Material Coordinator	29.57
21040 - Material Expediter	29.57
21050 - Material Handling Laborer	15.31
21071 - Order Filler	13.78***
21080 - Production Line Worker (Food Processing)	20.05
21110 - Shipping Packer	17.59
21130 - Shipping/Receiving Clerk	17.22
21140 - Store Worker I	18.25
21150 - Stock Clerk	22.15
21210 - Tools And Parts Attendant	20.05
21410 - Warehouse Specialist	20.05
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.83
23019 - Aircraft Logs and Records Technician	25.72
23021 - Aircraft Mechanic I	28.91
23022 - Aircraft Mechanic II	29.83
23023 - Aircraft Mechanic III	30.84
23040 - Aircraft Mechanic Helper	23.14
23050 - Aircraft Painter	28.04
23060 - Aircraft Servicer	25.72
23070 - Aircraft Survival Flight Equipment Technician	28.04
23080 - Aircraft Worker	26.92
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	26.92

I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	28.91
II	
23110 - Appliance Mechanic	28.04
23120 - Bicycle Repairer	24.23
23125 - Cable Splicer	46.46
23130 - Carpenter Maintenance	27.44
23140 - Carpet Layer	26.92
23160 - Electrician Maintenance	34.00
23181 - Electronics Technician Maintenance I	26.92
23182 - Electronics Technician Maintenance II	28.04
23183 - Electronics Technician Maintenance III	28.91
23260 - Fabric Worker	25.72
23290 - Fire Alarm System Mechanic	28.91
23310 - Fire Extinguisher Repairer	24.45
23311 - Fuel Distribution System Mechanic	28.91
23312 - Fuel Distribution System Operator	24.45
23370 - General Maintenance Worker	22.64
23380 - Ground Support Equipment Mechanic	28.91
23381 - Ground Support Equipment Servicer	25.72
23382 - Ground Support Equipment Worker	26.92
23391 - Gunsmith I	24.45
23392 - Gunsmith II	26.92
23393 - Gunsmith III	28.91
23410 - Heating Ventilation And Air-Conditioning Mechanic	29.38
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	30.32
23430 - Heavy Equipment Mechanic	25.52
23440 - Heavy Equipment Operator	28.86
23460 - Instrument Mechanic	28.91
23465 - Laboratory/Shelter Mechanic	28.04
23470 - Laborer	15.31
23510 - Locksmith	28.04
23530 - Machinery Maintenance Mechanic	29.40
23550 - Machinist Maintenance	24.08
23580 - Maintenance Trades Helper	22.93
23591 - Metrology Technician I	28.91
23592 - Metrology Technician II	29.83
23593 - Metrology Technician III	30.84
23640 - Millwright	34.69
23710 - Office Appliance Repairer	28.04
23760 - Painter Maintenance	28.04
23790 - Pipefitter Maintenance	34.97
23810 - Plumber Maintenance	33.01
23820 - Pneudraulic Systems Mechanic	28.91
23850 - Rigger	28.91
23870 - Scale Mechanic	26.92
23890 - Sheet-Metal Worker Maintenance	28.91
23910 - Small Engine Mechanic	26.67
23931 - Telecommunications Mechanic I	28.91
23932 - Telecommunications Mechanic II	29.83
23950 - Telephone Lineman	23.44
23960 - Welder Combination Maintenance	23.35
23965 - Well Driller	28.74
23970 - Woodcraft Worker	28.91
23980 - Woodworker	24.45
24000 - Personal Needs Occupations	
24550 - Case Manager	18.51
24570 - Child Care Attendant	11.89***
24580 - Child Care Center Clerk	14.82***
24610 - Chore Aide	13.87***
24620 - Family Readiness And Support Services Coordinator	18.51
24630 - Homemaker	18.86
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.55
25040 - Sewage Plant Operator	27.92
25070 - Stationary Engineer	29.55
25190 - Ventilation Equipment Tender	23.58
25210 - Water Treatment Plant Operator	27.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.28
27007 - Baggage Inspector	14.55***
27008 - Corrections Officer	25.41
27010 - Court Security Officer	24.93
27030 - Detection Dog Handler	16.28
27040 - Detention Officer	25.41
27070 - Firefighter	21.66
27101 - Guard I	14.55***
27102 - Guard II	16.28
27131 - Police Officer I	27.91
27132 - Police Officer II	31.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.89***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	11.52***

28210 - Gate Attendant/Gate Tender	17.17
28310 - Lifeguard	15.29
28350 - Park Attendant (Aide)	19.20
28510 - Recreation Aide/Health Facility Attendant	14.01***
28515 - Recreation Specialist	23.79
28630 - Sports Official	15.29
28690 - Swimming Pool Operator	16.16
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.92
29020 - Hatch Tender	26.92
29030 - Line Handler	26.92
29041 - Stevedore I	25.72
29042 - Stevedore II	28.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.10
30022 - Archeological Technician II	20.24
30023 - Archeological Technician III	25.08
30030 - Cartographic Technician	25.08
30040 - Civil Engineering Technician	25.25
30051 - Cryogenic Technician I	27.77
30052 - Cryogenic Technician II	30.67
30061 - Drafter/CAD Operator I	18.10
30062 - Drafter/CAD Operator II	20.24
30063 - Drafter/CAD Operator III	22.56
30064 - Drafter/CAD Operator IV	27.77
30081 - Engineering Technician I	16.11
30082 - Engineering Technician II	18.10
30083 - Engineering Technician III	20.24
30084 - Engineering Technician IV	25.08
30085 - Engineering Technician V	30.67
30086 - Engineering Technician VI	37.12
30090 - Environmental Technician	25.08
30095 - Evidence Control Specialist	25.08
30210 - Laboratory Technician	22.56
30221 - Latent Fingerprint Technician I	27.77
30222 - Latent Fingerprint Technician II	30.67
30240 - Mathematical Technician	25.08
30361 - Paralegal/Legal Assistant I	19.71
30362 - Paralegal/Legal Assistant II	24.42
30363 - Paralegal/Legal Assistant III	29.87
30364 - Paralegal/Legal Assistant IV	36.15
30375 - Petroleum Supply Specialist	30.67
30390 - Photo-Optics Technician	25.08
30395 - Radiation Control Technician	30.67
30461 - Technical Writer I	25.08
30462 - Technical Writer II	30.67
30463 - Technical Writer III	37.12
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.77
30502 - Weather Forecaster II	33.79
30620 - Weather Observer Combined Upper Air Or (see 2)	22.56
Surface Programs	
30621 - Weather Observer Senior (see 2)	25.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	16.43
31030 - Bus Driver	20.54
31043 - Driver Courier	16.83
31260 - Parking and Lot Attendant	15.32
31290 - Shuttle Bus Driver	17.70
31310 - Taxi Driver	17.70
31361 - Truckdriver Light	17.79
31362 - Truckdriver Medium	18.71
31363 - Truckdriver Heavy	23.59
31364 - Truckdriver Tractor-Trailer	23.59
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	11.67***
99050 - Desk Clerk	12.96***
99095 - Embalmer	31.81
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	19.16
99252 - Laboratory Animal Caretaker II	20.24
99260 - Marketing Analyst	25.87
99310 - Mortician	31.81
99410 - Pest Controller	26.10
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	24.06
99711 - Recycling Specialist	27.05
99730 - Refuse Collector	22.50

99810 - Sales Clerk	13.66***
99820 - School Crossing Guard	19.53
99830 - Survey Party Chief	22.95
99831 - Surveying Aide	15.42
99832 - Surveying Technician	20.16
99840 - Vending Machine Attendant	23.48
99841 - Vending Machine Repairer	27.31
99842 - Vending Machine Repairer Helper	23.48

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 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 employee (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))."