



Confederated Tribes of the Colville Reservation
TRIBAL EMPLOYMENT RIGHTS OFFICE

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FY 2020 ~ 10/1/2019 - 9/30/2020

~ COMPLIANCE AND UTILIZATION PLAN ~

CONTRACTORS/ SUBCONTRACTORS
SUPPLIES/ SERVICES

TITLE 10-1-15 SUBMISSION OF COMPLIANCE PLAN ~ (a) Contractors: Each contractor or subcontractor intending to engage in business activity on the Reservation or on lands owned by the Tribes, prior to the time it commences work, must submit a contracting, subcontracting, employment, and/or training plan to the TERO.

PROJECT NAME / CONTRACT NUMBER:

SITE LOCATION:

AWARDING AGENCY / CONTRACTING OFFICER: PHONE:

PRIME CONTRACTOR: PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

SUBCONTRACTOR: PHONE:

COMPANY REPRESENTATIVE (Last, First, M.I.): PHONE:

MAILING ADDRESS (Street / P.O. Box, City, State, & Zip):

Title 10 and/or Indian-Owned YES NO State or Other Industrial Insurance YES NO Tribal Affiliation

SCOPE OF WORK TO BE PERFORMED:

TITLE 10-1-26 EMPLOYMENT RIGHTS FEE: An Employment Rights Fee, to help defer the cost of regulating and providing services under this Chapter, will be assessed on all covered employers, including all contractors, sub-contractors and reservation-based employers as follows: (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

(a) Contract Fees: The TERO shall assess a Contract Fee equal to 5% of the total gross contract price, on all contracts in the sum of \$5,000.00 or more where the majority of the work under the contract is to be performed within the Reservation or lands owned by the Tribes.

PROJECTED START DATE: GROSS CONTRACT AMOUNT: TERO ADMINISTRATIVE FEE: (Lump Sum Payment)

~ NOTICE TO PROCEED ~

This Compliance and Utilization Plan has been reviewed and found to be fully acceptable on behalf of the TERO Commission and the Tribal Employment Rights Office, and has thus been granted this notice to proceed; dated this Day of 2017/2018.

X CONTRACTOR'S SIGNATURE

X DATE

TERO Director or Compliance Officer Signature

Approve Disapprove Date

NOTED AMENDMENTS:



**~ PROJECT SUBCONTRACTORS LIST SUBMITTED FOR T.E.R.O. APPROVAL ~**

**TITLE 10-1-15 SUBMISSION OF COMPLIANCE PLAN:**

**(a) Contractors:**

(2) Contracting and Subcontracting Plan: A required contracting and subcontracting plan shall indicate all contracts and subcontracts that will be entered into and the projected dollar amounts thereof. If the entity has already selected a contractor or subcontractor to perform any contract or subcontract work, it shall list the name of that contractor or subcontractor and indicate whether or not it is a contractor or subcontractor certified as Indian preference eligible by the TERO. If the contractor or subcontractor is not certified as Indian preference eligible, the entity shall further indicate why each certified contractor or subcontractor, if any, registered with the TERO, that was technically qualified to perform the work was not selected. The plan shall also indicate how the entity intends to comply with the contracting and subcontracting provisions of this Chapter when awarding all contracts and subcontracts not yet awarded at the time the plan is submitted. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

**TITLE 10-3-7 INDIAN PREFERENCE IN THE AWARD OF CONTRACTS AND SUBCONTRACTS:**

This section should be reviewed in its entirety as it is very comprehensive in the legal definition outlining the requirements as obligated by the entity in the award process for any and all subcontracting to be performed on this project.

**TITLE 10-1-28 RESPONSIBILITY FOR EVALUATING TECHNICAL QUALIFICATIONS AND REASONABLE PRICE:**

**(a) Technical Qualifications:** The entity and its contractors and subcontractors shall have the discretion to determine technical qualifications. TERO shall be provided notice of any pre- construction meetings to assist in compliance. However, if the entity determines that there are no certified firms that are technically qualified, the Director may require the entity to provide to each certified firm it rejects a description, in writing, of areas in which it believes the firm is weak and steps it could take to upgrade its qualifications. If a certified firm that was disqualified on the grounds of technical qualifications believes that the disqualification was the result of an improper effort by an entity, contractor, or subcontractor, to circumvent its preference responsibilities under this Chapter, it may file a complaint with the TERO under the provisions of section 10-1-31. (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

**(b) Reasonable Price:** An entity may use any process it so chooses for determining what constitutes a reasonable price including, but not limited to, competitive bidding (open or closed), or the establishment of a prototype cost ceiling before bidding commences. No entity may reject a certified firm and then contract with a non-certified firm at the same or higher price. Any contract modification in price that is justified is not a circumvention of this section. Any entity found to have violated this requirement by such circumvention shall be liable for treble damages for any losses suffered by a certified firm as a result of the entity's actions.

**~ EACH CONTRACTOR SHALL REVIEW THE TITLE 10 CERTIFIED LIST IN AN EFFORT TO EFFECTIVELY ADMINISTER TO INDIAN PREFERENCE IN CONTRACTING AND SUBCONTRACTING ~**

All subcontractors, are subject, and shall administer to the same Compliance & Utilization requirements as well as the Indian preference in hiring obligations as they are so recognized by the prime contractor on this Compliance & Utilization.

COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
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SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
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SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
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SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:
COMPANY NAME AND ADDRESS:		COMPANY REPRESENTATIVE:	PHONE NUMBER:	FAX NUMBER:
SUBCONTRACT AMOUNT: \$	SCOPE OF WORK:			START DATE:

**TOTAL SUBCONTRACTING DOLLAR AMOUNT:** \$ \_\_\_\_\_

**TOTAL INDIAN PREFERENCE SUBCONTRACTING DOLLAR AMOUNT:** \$ \_\_\_\_\_

*NOTE: The 5% TERO fee shall not be assessed on an Indian-owned firm that is certified under the Title 10 and owned by a Colville Tribal Member.*

**TITLE 10-1-18 TRAINING:**

- (a) As part of a compliance and utilization plan, or pursuant to requests or orders from the Director to help bring an employer into compliance with the provisions or goals of this Chapter, TERO may require covered employers to participate in training programs to assist Indian preference eligible individuals to become qualified in the various job classifications used by the employer. Employers engaged in construction shall participate in the Tribes' Apprenticeship Training, Employer and Labor Services (ATELS) certified training program or a union apprenticeship program, the Tribes shall make a best effort to share the costs of such training programs but employers may also be required to share part or all of the cost. Employers with collective bargaining agreements with unions may use apprenticeship programs, so long as they obtain agreement from the unions to use only Indian preference applicant as apprentices on the project. If no Indian preference apprentices are available, unions shall make available apprenticeship positions for Indian preference applicants.
- (b) Both the Tribes and the employer shall share the responsibility and cost of providing cultural synergy training for employers and employees. Employers may be required to integrate culturally appropriate employee assistance programs as necessary for the employer to retain Indian preference eligible employees. The Director and covered employers may agree to initiate specialized programs designed to optimize opportunities for Indian preference individuals. (Amended 2/5/04, Resolution 2004-94) (Certified 2/9/04)

~ The Colville Confederated Tribe's Employment and Training Center have Project 477 Federal funding available to administer to the employment, education, skill training, child care, and other related social services to be effected under a single plan. The amount of coverage available is directly contingent upon funds available ~

**~ REQUEST FOR RENTAL EQUIPMENT ~**

An Indian preference policy on **ALL** rental equipment will be maintained where applicable. **ALL** Indian preference rental bids will be considered acceptable if the qualified supplier is within the controllable estimate. The controllable estimate shall be derived from the obtaining of **three (3) at random bids** procured from independent suppliers with computation of these bids to equate out to an average. The TERO maintains a list of **Title 10 Certified** rental equipment that is available to assist you with the timely completion of your project.

EQUIPMENT REQUESTED:	CONTRACTOR / SUBCONTRACTOR:	QUANTITY:

**~ REQUEST FOR PRODUCTS OR SUPPLIES ~**

An Indian preference policy on **ALL** products and supplies will be maintained where applicable. (**Buy Indian Policy**) ALL "**Buy Indian Products**" will be considered acceptable if the qualified supplier is within the controllable estimate. The controllable estimate shall be derived from the obtaining of **three (3) random bids** procured from independent suppliers with computation of these bids to equate out to an average. The TERO maintains a list of Indian-owned suppliers, vendors, manufacturing, repair and maintenance firms that shall be utilized at every opportunity by the contractor / subcontractor during the administration of this contract and all activities therein.

PRODUCTS OR SUPPLIES REQUESTED:	CONTRACTOR / SUBCONTRACTOR	QUANTITY:

**~COMMENTS~**

This space is provided for the contractor / subcontractor to express any **hand written** comments or concerns regarding the Title 10, the Compliance & Utilization Plan, or any of the requirements therein. Any and all comments and concerns will be so duly noted and entered into the contract file in their entire.

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