



Confederated Tribes of the Colville Reservation
TRIBAL EMPLOYMENT RIGHTS OFFICE

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FY 2018

~ ANNUAL REPORT FORM ~

TITLE 10-3-5 (f), CHANGE IN STATUS and ANNUAL REPORTS: Each certified firm shall report to the TERO, in writing, any changes in its ownership or control status within thirty (30) days after such changes have occurred. Each certified firm, on the anniversary of its receipt of certification, shall update the information provided in this initial application on an annual report form provided by the TERO. Failure to provide information pursuant to these requirements shall constitute grounds for TERO to move for withdrawal of certification. (Amended 3/6/14, Resolution 2014-118)(Certified 3/12/14)

Today's Date:

Reservation Based Employer Name:

Mailing Address (Street or PO Box, City, State, ZIP):

Physical Address (Street, City, State, ZIP):

Phone Number

Email:

Company Contact Person (First, Last, Title, contact phone number):

Indian Preference Status:

Yes

No

Tribal Affiliation/Enrollment Number:

Qualifying Preference Status:

100% Colville Business Enterprise

Colville Family Business Enterprise

Colville Business Enterprise

Indian Business Enterprise

Total Number of Employees:

% of Preference Employed:

§10-3-4, (a) Written proof of ownership shall include, but not be limited to, deeds, titles, stock, bonds, tax records, joint venture agreements or contracts. Written proof of control shall include but not be limited to a business plan, articles of incorporation, by-laws, operating manual, or any document which shall have binding effect upon the authority of the owner to exercise control over the firm. (Amended 3/6/14, Resolution 2014-118)(Certified 3/12/14)

Yes

No

Verified by Molly Jo Condon, TERO Administration

§10-3-4, (b), (1) Value: The Indian owner(s) must establish that they provided real value for their stated ownership interest by providing capital, equipment, real property, or similar assets commensurate with the value of their ownership share. It will not be considered "real value" if the Indian(s) purchased his or her ownership share, directly or indirectly, through a promissory note, the ultimate creditor of which is the non-Indian owner of the firm or an immediate relation thereof, or any similar arrangement, unless a convincing showing can be made that the Indian owner(s) brought such special skills, marketing connections, or similar benefits to the firm that there is a good reason to believe that arrangement would have been entered into even if there were not an Indian preference program in existence.

Where the Indian participant can demonstrate that he or she could not pay good value for his or her ownership interest because the normal capital sources were closed to him or her because he or she is an Indian, that person may satisfy this requirement by demonstrating further that he or she extended his or her capital raising capability as far as possible, such that the Indian participant clearly is at risk in the business in relationship to his or her means.

Yes

No

Verified by Molly Jo Condon, TERO Administration

§10-3-4, (b), (2) Profits: The Indian owner(s) will receive the percentage of all profits equal to their ownership interest. If there is any provision that gives the non-Indian owner a greater share of the profits, in whatever form and under whatever name, such as through management fees, equipment rental fees, or bonuses tied to profits, certification will be denied. Salary scales will be reviewed to ensure the relative salaries being paid Indian and non-Indian owners are consistent with the skills of the parties and are not being used to circumvent the requirement that the Indian owners are receiving profits equal to their ownership interest.

Verified by Molly Jo Condon, TERO Administration

Yes No

§10-3-4 (b), (3) Community Ownership: An ownership interest arising in a non-applicant spouse solely because of the operation of community property laws will not, by itself, disqualify the applicant spouse from meeting the applicable ownership requirements for certification, provided all other ownership and control requirements are satisfied for the category of certification for which they have applied.

Verified by Molly Jo Condon, TERO Administration

Yes No N/A

§10-3-4 (f) A firm seeking a contracting or a subcontracting preference under this Chapter shall submit evidence sufficient to demonstrate to the satisfaction of the agency and/or the contractor, as appropriate, that the applicant has the technical, administrative, and financial capability and/or the necessary license(s) and bondability; to perform contract work of the size and type involved, and within the time provided, under the proposed contract or subcontract.

Indian Traders License	WA Business License (If applicable)
Contractor Registration Number	Employer Identification Number (EIN)
Current Industrial Insurance Provider/Policy Number	Date(s) of Coverage
Current Surety/Guarantor Bond Provider (If applicable)	Date(s) of Coverage

Verified by Molly Jo Condon, TERO Administration

Yes No

10-3-3 Responsibility for Compliance

- (a) Agencies, except as set out in this Chapter, are responsible for compliance with this Chapter. In addition to the Agencies, all entities and persons engaged directly or indirectly in contracting with an Agency shall be responsible for compliance with this Chapter when subcontracting.
- (b) Agencies shall be responsible for compliance with all of their contractors. No contractor shall be permitted to commence work on the Reservation until it has demonstrated compliance with the subcontract preference requirements.
- (c) The Agency awarding a contract shall comply with the requirement that preference be given in the award of such contract and shall be responsible, together with the TERO and the contractor, for insuring that the contractor complies with Chapter 10-1 requirements.
- (d) When the Agency is an Indian housing authority, it shall comply only with the Department of Housing and Urban Development's Indian preference in contracting regulations.
- (e) The Tribes shall not be liable for any losses incurred by a contractor who is not permitted to commence work on the Reservation because the contractor has entered into a subcontract and has failed to comply with the subcontracting preference requirement.

I declare under penalty of perjury that the information contained within this document is true and correct. I acknowledge that pursuant to Title 10, TERO is authorized to conduct investigations to determine if an entity has violated any provision of Title 10, including inspecting and copying all relevant records. I further acknowledge that I may be subject to sanctions, including monetary sanctions for noncompliance with Title 10.

X _____
PREPARER'S SIGNATURE

X _____
DATE