

CONTRACTORS SPECIFIC OBLIGATIONS

As a contractor/subcontractor conducting business on or near the Tulalip Tribes Reservation, your specific obligations under the Tribal Employment Rights Ordinance and this contract include the following:

1. Provide TERO with a precise listing of positions you will use on this project from the superintendent on down, and the number of each craft. These positions will be negotiated for as well as any core crew requested.
2. Core Crew requests must be in writing with rationale for each. The listing of positions and the core crew requested must be submitted to TERO at least three (3) days prior to a required pre-construction meeting with TERO staff prior to the start of the project, core crew must have been on the company payroll for at least six(6) months in order to qualify as core crew.
3. Contracting and subcontracting preference of Indian-Owned businesses on the Tulalip Indian Reservation. The contracting and subcontracting preference shall be manifested through giving bidding preference to Indian-owned businesses.
4. Inform TERO of all signatory trade unions to be involved in the project. TERO obligations have priority over union obligations by a contractor signatory to any trade unions. However, TERO will consider Indian workers of the trade unions in order for contractors to meet their hiring goals.
5. Notify TERO of all job vacancies. All available Indian applicants shall be considered first before any non-Indians are considered for employment and training. If no qualified Indians are available, TERO will provide a consent form to waive this obligation.
6. Employees referred by the TERO office will have preference in retention of employment from the beginning to the end of the project. Inform TERO of any lay-offs.
7. Before any TERO referral is terminated from the project you must inform TERO immediately to allow for informal counseling.
8. Allow on-site inspections by TERO representatives.
9. Provide copies of certified payroll reports to the TERO office upon request as specified in the TERO ordinance.
10. No work on the scheduled program will begin until all applicable agreements are signed. Failure to sign the required agreements shall serve as just cause for the contractor/subcontractor to be subject to sanction(s) as prescribed in the TERO Compliance Agreement and Tulalip Tribes TERO Ordinance.

Respectfully submitted by me as evidence by my signature found below, and under my authority vested in me as a duly-appointed representative for TERO:

TERO Representative

Date

Certification of Service:

I, _____, duly swear that I have been provided the contractors specific obligations of Indian Preference as a contractor conducting business on the Tulalip Tribes Reservation. I attest to the fact that the TERO representative whose signature is found above did in fact explain these specific obligations and allowed for an opportunity to represent questions, comment or discussion on these requirements related to this contract.

Employer Representative

Date

Company



TERO COMPLIANCE PLAN

6406 Marine Dr. Tulalip, WA 98271 (P) 360-716-4747 (F) 360-716-0606

Section A

PROJECT:

COMPANY:

ADDRESS:

STATE:

ZIP:

E-MAIL:

PHONE:

FAX:

CONTACT PERSON:

PHONE:

SCOPE OF WORK:

START DATE:

COMPLETION DATE:

PROJECT COST:

TERO FEE:

TAXES: With respect to each project/contract or subcontract of \$10,000.00 or more, operating within the exterior boundaries of the Tulalip Indian Reservation, the contractor shall pay a one time tax of 1.75% of the total project/contract costs, i.e., equipment, labor, materials and operations and any increase of the contract/project or subcontract amount prior to commencing work. If the employer (regulated) initially enters into a contract/project or subcontract of less than \$10,000.00, but subsequently increases costs, as a result in the total contract/project or subcontract amount of \$10,000.00 or more, the tax shall apply to the total amount including increases.

Checks are to be made payable to: TULALIP TRIBES TERO

PERMANENT & KEY EMPLOYEES: Prior to commencing work on the Tulalip Indian Reservation a prospective employer and all contractors and subcontractors shall identify key, regular, permanent employees. Such employees may be employed on the project whether or not they are local or non-Indian. A regular, permanent employee is one who is and had been on the employers or contractors annual payroll for a period of one year continuously in a supervisory capacity, or is an owner of the firm. An employee who is hired on a project by project basis shall not be considered a key employee.

Name

Position

Rate of Pay

Hire Date

Native Y/N

Section B

CONTRACTING & SUBCONTRACTING: The preference requirements contained in this Ordinance shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting subcontract specifications. The employer (regulated) shall have the initial and primary responsibility for ensuring that all contractors and subcontractors comply with these requirements. Native American TERO Certified Businesses that are qualified and come within 10% of the low bid, will be provided negotiated preference.

Trucking Rotation Policy - One NAOB Truck per Company per Rotation

Once the Contractor has received a full set of specs the following time line for bidding will apply:

Up to \$20,000 (5 working days)

\$20,000 - \$100,000 (10 working days)

\$100,000 + (15 working days)

(All Subcontractors will need a compliance plan)

Company	Contact Person	Phone	Native Y/N

TRIBAL HIRING HALL: The TERO representative shall establish and administer a Tribal hiring to assist the employers in placing preferred employees in job positions. An employer may recruit and hire workers from whatever sources are available to them to achieve the same preference hiring goals, but is subject to inform the TERO representative, the employer may not employ a non-local Indian until the employer had given the TERO office 72 hours to locate and refer a qualified local -Indian.

(If the TERO skills bank has qualified persons, they are required to receive preference in hiring to comply with the TERO law)

Positions	Number of each	Wage	Start/End date

Section C

I declare that all the answers and statements are true, correct and complete to the best of my knowledge. I understand that untruthful or misleading answers are cause for denial of my application and may follow under Ordinance 60 section 10: **Sanctions for Violations** An employer, contractor, subcontractor or union who violates this Ordinance or rules, regulations, or orders of the TERO Representative, shall be subject to sanctions for such violation. Such sanctions shall be remedial in nature and shall be designed and intended to compel compliance, prevent future violation, or compensate injured parties and shall include, but not be limited to:

- ❖ Denial of right to commence or continue business inside the Tulalip Indian Reservation
- ❖ Suspension of all operations inside the Reservation
- ❖ Payment of back pay and damages to compensate any injured party
- ❖ An order to summarily remove employees hired in violation of this TERO Ordinance
- ❖ Imposition of monetary civil fines
- ❖ Prohibition from engaging in any further operations on the Reservation
- ❖ An order requiring employment, promotion and training of Indians injured by the violation
- ❖ An order requiring changes in procedures and policies necessary to eliminate the violation
- ❖ An order making any other provisions deemed by the Commission and TERO specialist necessary to alleviate, eliminate or compensate for any violation
- ❖ The maximum civil fine which may be imposed is \$500.00 for each violation. Each day during which a violation exists shall constitute a separate violation

Signature

Print

Title

Date

