



CONFEDERATED TRIBES OF THE COLVILLE INDIAN RESERVATION



Request for Qualifications

(RFQ)

ELDER SNOW PLOW SERVICES

RFQ Issue Date: September 6, 2023
RFQ Closing Date: September 25, 2023
RFQ Closing Time: 4:00 P.M. PST

I. COLVILLE CONFEDERATED TRIBES BACKGROUND:

The Confederated Tribes of the Colville Reservation (Tribes) is a Sovereign Nation. Presidential Executive Order established the Colville Indian Reservation in 1872, with a land base of 1.4 million acres located in North Central Washington State. The Administrative Headquarters are located at the Colville Indian Agency Campus, approximately 2 miles south of Nespelem, WA.

The Colville Confederated Tribes Department of Transportation (CCTDOT) manages approximately 960 miles of roads, with over 120 miles which are paved. The reservation has three other transportation jurisdictions within its boundaries: Ferry County, Okanogan County, and the Washington State Dept. of Transportation. Cooperatively with these jurisdictions there is an additional 1,240 miles of roads that provide access to and within the Colville Indian Reservation and local communities.

II. DESCRIPTION:

The Tribes are requesting statement of qualifications from responsible responsive contractors to provide Elder Snow Plow Services on the Colville Indian Reservation. Multiple contractors will be selected in each of the four reservation districts: Omak, Nespelem, Keller, and Inchelium; Dependent upon the need for services. Qualified contractors may be wait-listed due to the number of proposals received for each district. Each selected contractor will be provided a list of snow plow sites and will be reimbursed at a fixed hourly rate. Only fully hydraulic and fully electric plows will be given consideration, manually adjusted plows will not be considered.

Statement of Qualifications must be in a clear and organized format consistent with Section VI and must follow the Scope of Work closely as provided in Section III of this RFQ. Proposals will be evaluated and scored based on the evaluation criteria as listed in Section VII. All documentation must be completed and submitted, no exceptions. If you do not have proper documentation included in the bid documents your bid will be deemed unresponsive.

It is anticipated that the performance period for these services will begin October 15, 2023 and end April 15th, 2024, or as dictated by weather. The selected contractors will be expected to complete the contracted scope of work for each snow plow site within a reasonable amount of time and under the general direction and coordination of the Colville Confederated Tribes Department of Transportation. Contractors will perform snow plow services on an as needed basis when **four inches** of snow accumulates during a snow event and/or at the direction of the CCTDOT. Contractors are expected to work weekdays, weekends, and Federal Holidays with no overtime rate.

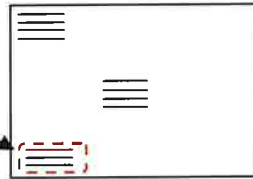
A. Proposal Submission Due Date and Time:

Closing Date: September 25, 2023 @ 4:00 P.M./PST

Open: September 26, 2023 @ 1:00 P.M./PST DOT Conference Room

Proposals MUST be submitted in a 9" x 12" Envelope and be clearly labeled with the following in the lower left hand corner :

STATEMENT OF QUALIFICATIONS
FY24 Elder Snow Plow Services
YOUR NAME or Company Name
September 26, 2023 @ 1:00 P.M./PST



The original Proposal, securely bound or stapled, must be provided. Proposals must be received at the Colville Confederated Tribes Department of Transportation Office by the deadline date and time.

Late or Incomplete Proposal packets will not be considered.

All Communications Concerning this RFQ Shall Be Addressed To:

ATTN: CCT DOT Business Service Supervisor
Colville Confederated Tribes Dept. of Transportation
P.O. Box 150
Nespelem, WA 99155
brenda.whalawitsa.dot@colvilletribes.com
(509) 634 -2542
(509) 634- 2529 FAX

MAIL/DELIVER PROPOSALS TO:

Mailing Address:

ATTN: CCT DOT Business Service Supervisor
Colville Confederated Tribes Dept. of Transportation
P.O. Box 150
Nespelem, WA 99155

Street Address:

CCT DOT Office
23 Nespelem/San Poil Street (Old CTSC Bldg)
Colville Indian Agency
Nespelem, WA 99155

B. Proposal/Bid Validity:

Your proposal submission shall remain valid for a period of **ninety (90) days** from the proposal closing date.

III. SCOPE OF WORK (SOW):

A. The Scope of Work for the Elder Snow Plow Services shall include but not limited to: Provide Elder snow plow services on the Colville Indian Reservation. Contractors will be provided a list of snow plow sites in their assigned district in accordance with the following priority designation:

- Priority #1-Tribal members who are: Disabled individuals, Individuals receiving Home Health Care, and Elders who receive meal delivery services.
- Priority #2-All other eligible Tribal Member Elders. For the purposes of this RFQ an elder is defined as an individual who is age 55 years or older.

Contractors will commence snow plowing activities when four inches (4") of snow accumulates during a snow event at a designated snow plow site dispatched by CCT DOT. The CCTDOT Superintendent or designee may also direct contractors to plow at their discretion. **Contractors must become familiar with all of their assigned snow plow sites at their earliest convenience.**

For driveways that are 75 lineal feet or less, the Contractors shall remove the snow away from vehicles, sidewalks, and other pedestrian access points by back blading snow away from these areas then pushing the snow out of driveway. Once the snow is removed from the driveway the contractor shall pile the snow at a reasonable location that does not block other vehicles, sidewalks, other pedestrian access points (stairs, garbage cans, mailboxes, etc.), or in any way impede in the reasonable movement of vehicles or pedestrians. The Contractor shall plow the sufficient width so that later in the snow plowing season the snow berms do not impede vehicular or pedestrian traffic. Under no circumstances shall a contractor push snow into a street or road.

For driveways that are greater than 75 lineal feet, the Contractor shall angle the snow blade to push snow to the outside edge of the driveway and plow to sufficient width so that later in the snow plowing season the snow berms do not impede vehicular or pedestrian traffic. When the Contractor is plowing around a residence they shall remove the snow away from vehicles, sidewalks, and other pedestrian access points by back blading snow away from these areas then pushing the snow out of driveway. Once the snow is removed from the driveway the contractor shall pile the snow at a reasonable location that does not block other vehicles, sidewalks, other pedestrian access points (stairs, garbage cans, mailboxes, etc.), or in any way impede in the reasonable movement of vehicles or pedestrians. Under no circumstances shall a contractor push snow into a street or road.

IV. TERO:

A. TERO Ordinance Fee: The Tribe encourages Disadvantaged Business Enterprises and Indian-Owned Business Enterprises to participate in the submission statement of qualifications.

1. TERO requirements apply:

- a) All Contractors are required to obtain a Colville Tribal Indian Trader's License. The license can be obtained by contacting the Bureau of Indian Affairs-Colville Agency at 509-634-2300.

Call the Colville Tribes TERO Office at 509-634-2716 for TERO Compliance and certification information.

V. INSURANCE INFORMATION

- A. The Contractor shall maintain Automobile Liability insurance on all motor vehicles used in the performance of Scope of Work contained in the RFQ. Damages or injuries that occur while performing work under this RFQ are the sole responsibility of the Contractor. The minimum insurance coverage for work performed under this RFQ shall be:
- a. \$25,000.00 for bodily injury.
 - b. \$50,000.00 maximum per occurrence for bodily injury.
 - c. \$10,000.00 per occurrence for Property Damage.
- B. Additional insurance may be required if performing work on Tribal or Commercial Facilities.

VI. GENERAL SUBMISSION REQUIREMENTS:

- A. Complete FY24 Elder Snow Plow RFQ Checklist (see Attachment A)
- B. On a sheet of paper please provide the following information as your Statement of Qualifications:
- i. Communications**
Please provide information for the primary contact of your company regarding questions on your statement of qualifications:
 - Your Name or Firm Name
 - Primary Contact Name and Title
 - Address
 - Personal Phone and Fax number
 - Personal E-Mail
 - ii. Organization**
How many years has your company provided the type of services designated in the Scope of Work?
 - Legal Name & Address of all partners (attach a separate list).
 - iii. Technical**
Attach a list of at least three (3) signed References from those with whom you have provided this type of services.
 - iv. Additional Information**
Provide additional information that you feel may demonstrate your ability to perform snow plowing services.
- C. Signed Letter of Acknowledgement Accepting FY24 CCT DOT Fixed Price for Snow Plow Services (see Attachment B).
- D. Complete District Selection Sheet (see Attachment C)
- E. Complete Type of Plow Services Offered Sheet (see Attachment D)

- F. Inspection Checklist (see Attachment E)
- G. Complete and Sign the Certification of Debarment & Suspension (see Attachment F)
- H. Attach a legible copy of a Valid Washington State Driver’s License for **yourself and any plow operators that work for your firm.**
- I. Attach Proof of Liability Insurance showing Contractor as insured.
- J. Attach copy of Indian Trader’s License.
- K. Attach Copy of one of the following documents: TERO Certification, Tribal Enrollment Card, Certificate Degree of Indian Blood (CDIB), or Copy of Descendent Letter.

VII. EVALUATION CRITERIA:

Proposals will be evaluated on:

- Demonstrated Experience with Snow Plowing 20 Points
 - No Experience 0 points
 - 1 year Verifiable Experience 5 points
 - 2 years Verifiable Experience 10 points
 - 3 years Verifiable Experience 15 points
 - 4 years or greater Verifiable Experience 20 points

- Past Performance with Snow Plowing Program 30 Points
 - No Performance History with Snow Plowing 0 points
 - Poor Performance History with Snow Plowing 10 points
 - Acceptable Performance History with Snow Plowing 20 points
 - Exceptional Performance History with Snow Plowing 30 points

- Readiness to perform work 20 Points
 - Does not reside within reservation boundaries 0 points
 - Single Plow, Lives in adjacent District 5 points
 - Multiple Plows, Lives in adjacent District 10 points
 - Single Plow, Lives in District 15 points
 - Multiple Plows, Lives in District 20 points

- Familiarity with District 15 Points
 - Not familiar with District 0 points
 - Does not reside in District but is familiar 10 points
 - Lives in District & is familiar 15 points

MAXIMUM POINTS 85 POINTS

VIII. COVENANTS AGAINST KICKBACKS:

- A. For purposes of this subsection "Money" shall mean any cash, fee, commission, credit, gift, and gratuity, thing of value or compensation of any kind.
- B. For purposes of this subsection a "contract" means a written contract with the Confederated Tribes of the Colville Reservation or any other political subdivision of the Tribe or with any tribally owned business.
- C. For purposes of this subsection a "Kickback" means any Money, which is provided or is offered, as herein provided, for the purpose of obtaining or maintaining a contract or for rewarding favorable treatment in connection with any contract.

Contractor represents, warrants, covenants and agrees that neither the Contractor nor its affiliates or any sub-contractors (including any of their officers or employees) has provided or attempted to provide, either directly or indirectly, any Kickback to any employee of the Confederated Tribes of the Colville Reservation or to any member of the Tribe. Contractor further warrants, covenants and agrees that neither Contractor nor its affiliates nor any sub-contractors (including any of their officers or employees) will, in the future, provide or attempt to provide, either directly or indirectly, any Kickback to any employee of the Confederated Tribes of the Colville Reservation.

Failure to abide by the provisions of this section may, without further notice, result in the immediate termination of any contract awarded.

IX. CONFLICT OF INTEREST:

Contractor must fully disclose, in writing, on or before the closing date of this RFQ, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Contractor were to become a contracting party pursuant to this RFQ. The Confederated Tribes of the Colville Reservation shall review any submissions by bidders under this provision and may reject any Proposals, where, in the opinion of the Confederated Tribes of the Colville Reservation, the Contractor could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Contractor were to become a contracting party pursuant to this RFQ.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

The Contractor must review, sign and submit with its proposal a Confederated Tribes of the Colville Reservation Debarment Certification (see Attachment F).

XI. RESERVATIONS:

The Confederated Tribes of the Colville Reservation reserves:

- A. The right to reject any and all proposals, to serve in the best interest of the Tribes.

The right to negotiate with all or one respondent when such action is deemed to be in the best interest of the Tribes.

- B. The right to cancel any agreement, if in its opinion there is a failure at any time to perform adequately the stipulations of the Scope of Work, or if there is any attempt to willfully impose upon the Confederated Tribes of the Colville Reservation services which are, in the opinion of the Tribes, of an unacceptable quality. The Contractor agrees to hold harmless the Confederated Tribes of the Colville Reservation from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expense for Attorneys, expert witnesses and other consultants at the prevailing market rate of such services) which may be imposed upon, incurred by or asserted against the Confederated Tribes of the Colville Reservation by reason of any of the following:

- Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of their employees, vendors, or agents, now existing or hereafter created.
- Any failure by the Contractor or their employees to perform their obligations either implied or expressed under this contract/agreement.

The Contractor agrees that it is their responsibility, not the responsibility of the Confederated Tribes of the Colville Reservation, to safeguard the property and material list that is used in performing this Scope of Work. Further, the Contractor agrees to hold the Confederated Tribes of the Colville Reservation harmless for costs and expenses resulting from any loss of such property and material used pursuant to the Contractor performance under the contract.

If you have any questions about this RFQ, please feel free to contact the Confederated Tribes of the Colville Reservation, Department of Transportation, Superintendent 509-557-5005 or Business Service Supervisor 509-634-2542.

FY24 Elder Snow Plow RFQ Checklist

Contractor Name: _____

All Items Must Be Attached at time of Submittal to be considered		
Snow Plow RFQ Checklist Items	Yes	No
Statement of Qualifications? Letter stating your experience & qualifications	<input type="checkbox"/>	<input type="checkbox"/>
Signed letter of acknowledgement accepting the fixed price as offered by CCT DOT? (Attachment B)	<input type="checkbox"/>	<input type="checkbox"/>
Identify District for service? Omak, Nespalem, Keller, Inchelium (Attachment C)	<input type="checkbox"/>	<input type="checkbox"/>
Identify Type of Plow Service (s)? <ul style="list-style-type: none"> • Truck • ATV • Heavy Equipment (Attachment D)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Copy of Valid Washington State Driver's License?	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Current Evidence of Insurance information? Bidders name must be listed as insurer	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Indian Traders License?	<input type="checkbox"/>	<input type="checkbox"/>
Completed & Signed TERO C & U Plan (Attachment E)	<input type="checkbox"/>	<input type="checkbox"/>
TERO Requirements <ul style="list-style-type: none"> • Copy of TERO Certification OR; • Copy of Tribal Enrollment Card • OR; • Copy of Descendant letter 	<input type="checkbox"/>	<input type="checkbox"/>
Valid Contact Information?	<input type="checkbox"/>	<input type="checkbox"/>
Completed & Signed Certification of Debarment & Suspension (Attachment F)	<input type="checkbox"/>	<input type="checkbox"/>

**MAKE SURE ALL DOCUMENTS ARE SIGNED & COMPLETED
INCOMPLETE PACKETS WILL NOT BE CONSIDERED**

Brenda Whalawitsa, Business Service Supervisor
Colville Confederated Tribes
Department of Transportation
PO Box 150
Nespelem, WA 99155

RE: 2022-23 Elder Snow Plow RFQ – Fixed Rate

- Truck Plow services: \$75.00/hr.
- ATV Plow services: \$50.00/hr.
- Heavy Equipment: \$115.00/hr.

Mrs. Brenda Whalawitsa

I hereby acknowledge that the fixed rates stated above are the only rates that will be offered for the Elder Snow Plow RFQ for the FY24 season. Negotiated rates will not be accepted. By signing this acknowledgement, I understand that I am not being offered a contract at this time nor I am a guaranteed an offer of a contract. This is only my acknowledgement of the FY24 Elder Snow Plow fixed rate.

Contractor Signature

Date

Contractor First & Last Name -Printed

Mailing Address

City, State, Zip

Phone Number

Email (Optional)

Attachment B

FY24 Elder Snow Plow RFQ

- Please Select Which District(s) in which You Wish to provide Snow Plow Services.
- Please circle the number in each box to demonstrate your familiarity with the District in which you wish to provide Snow Plow Services.

1 - I am Not familiar with this district

2 - Do Not live in district but am familiar

3 - Do Not live in District but am Very familiar

4 - Live in District & Very familiar

<p>Omak District</p> <p>(including: Malott, Desautel, Lower River Road, County Road 280, Malott, Monse and Bridgeport/Brewster)</p>	<div style="border: 1px solid black; width: 60px; height: 40px; margin: 0 auto;"></div> <p>1 2 3 4</p>
<p>Nespelem District</p> <p>(including Belvedere, Owhi Lake, Gold Lake)</p>	<div style="border: 1px solid black; width: 60px; height: 40px; margin: 0 auto;"></div> <p>1 2 3 4</p>
<p>Keller District</p> <p>(including Silver Creek Area to Frosty Meadows Rd)</p>	<div style="border: 1px solid black; width: 60px; height: 40px; margin: 0 auto;"></div> <p>1 2 3 4</p>
<p>Inchelium District</p> <p>(including Twin Lakes, Hall Creek and Silver Creek Area to Frosty Meadows Rd)</p>	<div style="border: 1px solid black; width: 60px; height: 40px; margin: 0 auto;"></div> <p>1 2 3 4</p>
<p>Reservation Wide</p>	<div style="border: 1px solid black; width: 60px; height: 40px; margin: 0 auto;"></div>

FY24 Elder Snow Plow RFQ

Please Select Which Type(s)
Of Snow Plow Service (s) You Wish to provide

Truck Plow (Fixed Rate \$75.00 hr.) Number of Truck Plows Available _____	<input type="checkbox"/>
** Full Hydraulic Plow	<input type="checkbox"/>
** Full Electric Plow	<input type="checkbox"/>
ATV/ORV Plow (Fixed Rate \$50.00 hr.) ● ORV- side by side Number of ATV/ORV Plows available _____	<input type="checkbox"/>
Both (Fixed rates of \$75.00 truck & \$50.00 ATV/ORV)	<input type="checkbox"/>
Heavy Equipment (Fixed rate \$115.00 hr.) **Provide attachment identifying type of heavy equipment	<input type="checkbox"/>

Manually adjusted Truck plows will not be given consideration!

FY24 Snow Plow Inspection Checklist

Contractor Name: _____

Plow Type: Truck or ATV/ORV
Heavy Equipment

Plate#: _____

Preparation:		
Snow Plow Equipment Checklist	Yes	No
MANDATORY Hydraulic/Electric Plow If NO - Truck Equipment Is Not Eligible Manual positioning of plows not allowed	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Equipment	<input type="checkbox"/>	<input type="checkbox"/>
Does Plow raise?	<input type="checkbox"/>	<input type="checkbox"/>
When plow is raised position does it drift down?	<input type="checkbox"/>	<input type="checkbox"/>
Does Plow lower?	<input type="checkbox"/>	<input type="checkbox"/>
Does plow angle? Or pivot?	<input type="checkbox"/>	<input type="checkbox"/>
Headlights working? Hi & Lo	<input type="checkbox"/>	<input type="checkbox"/>
Tail Lights & Brake Lights?	<input type="checkbox"/>	<input type="checkbox"/>
Is Strobe light present? (trucks) <i>Portable is Allowable</i>	<input type="checkbox"/>	<input type="checkbox"/>
Does Turn Signal Work? Left & right (trucks)	<input type="checkbox"/>	<input type="checkbox"/>
Does Emergency Flashers work? (truck)	<input type="checkbox"/>	<input type="checkbox"/>

Deficiencies: _____

Deficiencies need to be corrected by: _____ (date)

Re-Inspection on: _____ (date)

Inspector Date

Contractor Date



Confederated Tribes Of The Colville Reservation



Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters.

- I. The Offeror certifies, to the best of its knowledge and belief, that
- A. The Offeror and/or any of its Principals-
1. Are are not presently debarred, suspended, proposed for debarment, are declared ineligible for the award of contracts by any Federal, State Agency or Tribal Government;
 2. Have have not within a 7 year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, tribal or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and
 3. Are are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of any of the offenses enumerated in subdivision 2 of this provision.
 4. Have have not within a 7 year period preceding this offer have a civil or criminal judgement rendered against them by a tribal court for any offenses related t Indian Preference laws (including TERO provisions) or had a civil judgement rendered against them relating to the firms status as an Indian contractor.
- B. The Offeror has has not within 7 year period preceding this offer had one or more contracts terminated for default by any Federal agency, State agency or Tribal Government.
- Principals for the purposes of this certification means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (general manager, plant manager and or similar positions. This certification concerns a matter writing the jurisdiction of an agency or the United States and the making of a false fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United Sates Code.
- II. The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- III. A certification that any of the items in paragraphs (I) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- IV. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (I) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent

person in the ordinary course of business dealings.

- V. The certification in paragraph (I) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Tribes, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the above information is true, correct and complete.

Company Name

Typed/Printed Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature and Date



Confederated Tribes of the Colville Reservation
TRIBAL EMPLOYMENT RIGHTS OFFICE
 Post Office Box 150 - Nespelem, Washington 99155-0150
 Office: (509) 634-2716 Fax: (509) 634-2740
 E-mail Address:

Dana.Cleveland.ter@colvilletribes.com



FY 2023 ~ 10/1/2022 – 9/30/2023

~ **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. Contractors or subcontractors shall not commence or continue work until an acceptable plan for implementing their obligations under this Chapter has been approved by the TERO. (March 2014 Version of Chapter 10-1).

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. The Contract Fee shall be assessed on the entity receiving the contract award. Where a construction or other type of contract involves subcontracting, the entity acting as prime contractor or awarding the subcontracts shall be responsible for paying the Contract Fee, including those attributable to the subcontractors. The Contract Fee shall be due in full prior to commencement of any work under the contract. However, where good cause is shown, the Director may authorize a covered employer to pay the Contract Fee in installments over the course of the contract. (Amended 9/18/08, Resolution 2008-719) (Amended 5/10/10, Resolution 2010-303) (Amended 3/6/14, Resolution 2014-114)(Certified 3/18/14)

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 _____, 2022-2023. By signing this document, the covered employer agrees to maintain compliance with CTC, Title 10, and ALL rules and regulations of the TERO and the TERO Commission.

X _____
CONTRACTOR'S SIGNATURE

X _____
DATE

 TERO Director or Compliance Officer Signature

 Date

Approve
 Disapprove

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:
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:
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.
