THE KLAMATH TRIBES

INVITATION

FOR

BID

ADMINISTRATION BUILDING SIDING REPLACEMENT

IFB 17-26

ISSUED: AUGUST 7, 2026

CLOSES: 3:00 PM SEPTEMBER 7, 2026

Klamath Tribes Administration
Invitation for Bids (IFB)
IFB Number: 17-26
Administration Building Siding Replacement
501 S. Chiloquin Blvd., Chiloquin Oregon 97624

A. **General Information:**

The Klamath Tribes Administration (KTADM) is requesting a Firm Fixed Price Bid from interested contractors to provide goods, services, and materials to replace the skin barrier under the existing siding at the Klamath Tribes Administration 501 S. Chiloquin Blvd., Chiloquin Oregon.

The contract of the lowest responsible responsive bidder will run from the date of the contract award until 30 days afterward with an option to amend or approve change orders. This option is exercisable solely at the Tribes discretion. This job will fall under the Davis Bacon Act and Prevailing Wage rules.

B. **Instructions for Bidders:**

Described below are the technical requirements for the material, product, or service to be procured, including the minimum essential characteristics and standards which must be met to satisfy its intended use. Bidder must comply with this section and provide all requested information or documents.

1. This IFB is directed at licensed contractors in accordance with this IFB and attachments. The Bidder must be able to provide all necessary materials and equipment and meet all federal, state, and local building codes to complete the replacement of the existing siding as described in **Attachment 1 - Scope of Work**.

2. Attached to this IFB are the following **required documents to be completed and returned** with the bid packet. All bid prices submitted in response to this IFB must remain firm for forty-five (45) days following the bid opening. Indian preference is only required if applicable.

Document Type	*Attachment Number*	*Required*
Invitation For Bid (IFB)		
Scope of Work Form	Attachment: 1	X
Cost Estimate Form**	Attachment: 2	X
Competitive Bid Form	Attachment: 3	X
Non-Collusive Affidavit	Attachment: 4	X
Wage Determination	Attachment: 5	
Certified Payroll Forms	Attachment: 6	
Debarment Acknowledgement Form	Attachment: 7	X
W-9 Request for Taxpayer	Attachment: 8	X
Reference Form	Attachment: 9	X
TERO Contractor Certification Registration Form/Compliance Agreement	Attachment: 10	X
Indian Preference Qualification Application	Upon request	

Cost Estimate Form can **also be submitted on vendors form with further break down. The Klamath Tribe's form is utilized for easy comparison from multiple bidders.

3. Interested parties can submit a Firm Fixed Price (FFP) Bid based on the Specifications listed in the Scope of Work (Attachment 1). The Bidder can provide the Firm Fixed Price (FFP) Bid using Estimated Cost Form (Attachment 2), to include cost per each item, total cost, other unidentified costs and Grand Total. This can be itemized or one lump sum. Bidder can also supply the bid in format of their choice as long as all information is provided. All bids must remain firm throughout the contract term.

4. All bid prices must include a 1-year warranty for all parts and on-site labor. Any warranty documents shall be provided to Klamath Tribes Administration Department upon completion of work.

C. **Contractor's Qualification Requirements:**

The Klamath Tribes Administration will award contracts to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, Administration will consider the following Quality Requirements outlined in this section. Bidder is responsible to demonstrate ability to meet the Quality Requirements in the bid submittal.

- Bidder integrity;
- Bidder compliance with public policy;
- Bidder record of past performance;
- Bidder financial and technical resources (including construction and technical equipment).

Required

1. Bidder must have five (5) years of experience in general construction; or must have completed at least three (3) projects of similar size and scope.
2. Bidder must provide three (3) references for completed projects/contracts similar size/scope. (See Attachment 8)
3. Bidder must provide proof of being bonded in the amount of bid total from a Guarantee or Surety Company acceptable to the U.S. Government and authorized to do business in the State of Oregon.
4. Bidder must provide certificate of insurance for automobile, general liability and workmen's comp.
5. Bidder must provide Contractors Board Certificate of License (copy).
6. Bidder cannot be disqualified or disbarred from doing business with the Klamath Tribes, state, or federal government. Checks will be made after bid opening with sam.gov, HUD, States, and local registries, etc.

Preferred or If Applicable

1. Federal Employer ID # or Social Security # preferred at time of bid, but no later signing of contract.
2. Bidder must provide proof of Indian preference (if applicable).
3. Registration on sam.gov is preferred and recommended. Cage code can be provided if registered.
4. State Registry and/or business licenses preferred to be submitted with bid.
5. W-9 or corporation papers preferred, but no later than time of contract.

D. **Evaluation Factors and Scoring:**

1. Selection Procedures:

The Klamath Tribes Administration utilizes the formal Invitation for Bid (IFB) to award the contract to the responsive and responsible party whose bid is most advantageous to the program with price and other factors considered. All timely responses to this IFB will be considered. The Klamath Tribes Administration reserves the right to reject any and all bids based on documented reasons including determining any or all bids to be non-responsive.

The Klamath Tribes' Administration and its authorized representatives will review all bids received and may contact bidders or their representatives to request further information, in writing, verbally, or by demonstration. The Klamath Tribes' Administration may accept any given bid as submitted or may negotiate with the bidder or representative to establish terms most advantageous to the Tribes. The decision of The Klamath Tribes' Administration shall be final and not subject to appeal.

The Klamath Tribes will award the contract to the lowest responsive and responsible bidder, as determined by the Klamath Tribes and may enter into a contract with bidder and/or use the purchase order system in accordance with Tribal Procurement Policies.

The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the Tribes and the apparent lowest responsive and responsible bidder.

2. Anticipated Solicitation Schedule:

Date	*Schedule of Information*
8/07/2026	Bid sent for solicitation
8/14/2026	Project site visit 9 a.m. 501 S. Chiloquin Blvd., Chiloquin OR
8/31/2026	Receipt of Questions of Inquiry by 4:00 p.m.
9/07/2026	Bid closes at 3 p.m.
9/07/2026	Bid opening at 3:30 p.m. in the Administration Building
9/14/2026	Notification of bid award

3. Questions:

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the IFB. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to this IFB.

All questions must be received no later than **4:00PM, August 31, 2026**. Substantive questions and answers will be issued as official addenda to this IFB. When appropriate, revisions, substitutions or clarifications of the IFB or attached terms and conditions will be issued as official addenda to this IFB. Changes or modifications to this IFB shall be binding on the Tribes only if in the form of written addenda which is issued by the Tribes.

Written responses will be emailed or to all bidders on record as having picked up the IFB.

A bidder may correct, modify, or withdraw a bid by written notice received by the Tribes prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. _." Each modification must be numbered in sequence, and must reference the original IFB.

4. Addenda:

The Tribes reserves the right to make changes in the IFB document by written addenda prior to the closing time and date. Addenda will be e-mailed, mailed, or faxed to all parties on the IFB list.

5. Method of Scoring:

All bids received on time will be evaluated and scored as follows:

a. By lowest responsive responsible Firm Fixed Price. (55 possible points)
b. All attachments have been filled out, signed and provided with bid. (15 possible points)
c. Quality Requirements information has been provided with bid. (30 possible points)
d. Indian preference: If claiming Indian preference, contractor will be responsible to provide a completed Indian Enterprise Qualification Statement to claim the 10% when using Method #3 of the Policies.
e. In the case of duplicate bids, the earliest postmarked envelope will be reviewed, provided all criteria are met.

The Klamath Tribes' Administration and its authorized representatives will review all proposals received and may contact bidders or their representatives to request further information, either in written form or in the form of a presentation. The Klamath Tribes' Administration may accept any given bid as submitted or may negotiate with the Bidder or representative to establish terms most advantageous to the Tribes. The decision of The Klamath Tribes' Administration shall be final and not subject to appeal.

100 TOTAL POINTS POSSIBLE (without Indian preference)

E. **Instructions for Submitting Bids:**

Return bid in a sealed envelope clearly marked according to the following instructions below. One (1) original and two (2) copies shall be submitted. Fee schedule should be in separate sealed clearly marked envelope or attachment.

Sealed Bid can be submitted in person, through US Postal Service, or by ground delivery to:

The Klamath Tribes
Administration Building
Attention: Hannah Ruiz, Contract & Procurement Officer
P.O. Box 436
501 S. Chiloquin Blvd.
Chiloquin, OR 97624

On outside of sealed envelope write: 17-26 **Administration Building Siding Replacement**

If submitting Sealed Bid via email, the technical proposal and cost proposal must be saved in separate PDF documents and emailed to procurement@klamathtribes.com as separate, clearly labeled attachments, and containing the IFB number in the subject line.

- IFB Number and Name must be in subject line "17-26 Administration Building Siding Replacement"
- Fee Schedule/pricing must be in separate attachment clearly marked "17-26 Sealed Bid"
- If over 20mb please send in multiple emails

The **maximum** size of a single email (including all text and attachments) that can be received by The Klamath Tribes is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal/bid, if you are emailing it, The Klamath Tribes recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offerors responsibility to contact the issuing agency to confirm that the email has been received. The Klamath Tribes is not responsible for unreadable, corrupt, or missing attachments.

F. **Closing/Opening Date and Time and Method of Solicitation:**

1. Bids will be accepted at the address listed above up to **3:00PM on September 7, 2026.** All timely responses to this IFB will be considered. The Klamath Tribes reserve the right to reject any and all bids including those bids received after the closing date and time. If, at the time of the scheduled bid closing date, Klamath Tribes Administration is closed due to uncontrolled events or administration closures, bids will be accepted until 2:00 p.m. on the next normal business day.

2. Bids will be opened at **3:30PM on September 7, 2026** at the Klamath Tribal Administration office, 501 S. Chiloquin Blvd., Chiloquin Oregon at the Administration office. If, at the time of the scheduled bid opening date, Klamath Tribes Administration is closed due to uncontrolled events or Administration closures, bids will be opened at 3:00 p.m. on the next normal business day.

3. This IFB has been published by:

	Publication in a Newspaper of general circulation
X	Direct solicitation of bids from an adequate number of known sources
X	Posted to Klamathtribes.org (Klamath Tribes webpage)

G. **Indian Preference:**

1. To the greatest extend feasible, preference and opportunities for training and employment shall be given to Indians, and, preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.
2. Indian Preference is given to Indian-owned enterprises that provide proof of at least 51 percent ownership of the enterprise submitted on an Indian Enterprise Qualification Statement showing:

- ownership, control, and interest;
- certification by a tribe that bidder is an Indian;
- evidence of stock ownership, structure, management, control, and financing affecting the Indian Character of the enterprise;
- evidence that the contractor has the technical, administrative, and financial capability to perform contract work of the size and type involved.

3. Preference and opportunities for training and employment in connection with the administration of these activities shall be given to Indian and Alaskan Natives.

H. **Tribal Employment Rights Office (TERO)**

This project is subject to TERO and the award is contingent on completing The Klamath Tribes TERO Certifications for Contractors or Covered Employers.

Definitions: **Covered Employer:** Any employer employing two or more Employees who during any twenty (20) day period spend, cumulatively, 16 or more hours performing work within the Reservation lands; **Indian:** Includes any individual who is a duly enrolled member of a federally recognized Indian tribe under the laws of that tribe; **Indian Preference:** Indians shall be given preference over non-Indians in employment training, contracting, and subcontracting, with the first preference given to Klamath Tribal Members; **Klamath Tribal Member:** An enrolled member of the Klamath Tribes; **Reservation:** All lands held in trust for the Klamath Tribes and all lands held in fee by the Klamath Tribes;

a. **Indian Preference in Employment:**
All Covered Employers, for all employment occurring within the boundaries of the Reservation, shall give first preference to Klamath Tribal Members and second preference to other Indians, provided that such applicant meets the threshold requirements of the job, with the first preference to Klamath Tribal Members and the second preference to other Indians, in all hiring, promotion, training, layoffs, and all other aspects of employment.

b. **Indian Preference in Contracting:**
All entities awarding contracts or subcontracts for supplies, services, labor and/or materials in an amount of $2,500 or more where the majority of the work on the contract or subcontract will occur within the boundaries of the Reservation, shall give preference in contracting and subcontracting to qualified entities that are certified by the Director as 51 % or more Indian owned or controlled, with the first preference given to businesses that are certified by the TERO Director as more than 51 % owned or controlled by Klamath Tribal Members.

c. **Employment Rights Fee:**
Construction Contract in the sum of $5,000.00 or more: Every Covered Employer with a construction contract in the sum of $5,000.00 or more shall pay a one-time fee of 2% of the total amount of the contract. Such fee shall be paid by the employer prior to commencing work on the Reservation. However, where good cause is shown, the TERO Director may authorize a construction contractor to pay said fee in installments over the course of the contract.

Employers with two (2) or more Employees working on the Reservation: Every Covered Employer, other than construction contractors, with two (2) or more Employees working on the Reservation shall pay a quarterly fee of 2% of its employees' quarterly payroll which shall be paid within thirty (30) days after the end of each quarter. This fee shall not apply to educational, health, governmental, or nonprofit employers; however, it shall apply to all contracts let by educational, health, governmental or non-profit employers to non-educational, non-health, non-governmental, or for-profit employers.

I. **Provisions:**

a. If required, all bidders must submit with their bids a statement detailing their employment and training opportunities and their plan for providing preference to Indians.
b. All contractors must observe the Klamath Tribes' employment preference policy.
c. The Klamath Tribes shall conduct all procurement transactions in a manner that provides full and open competition.

d. The Klamath Tribes wish to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available.
e. The Klamath Tribes shall take reasonable affirmative steps to assure that DBE's MBE's WBE's are used when possible but without infringing on Indian preference where Indian preference is applicable.
f. The Klamath Tribes shall not use federal grantor funds to do business with any entity who is disbarred in accordance with the Federal Government Disbarment list.
g. Invitation for Bids may be terminated by The Klamath Tribes' Administration at any time for cause.
h. Each person and firm submitting a bid is certifying that he/she has not colluded with any other person, firm or corporation in regard to securing the services being solicited.
i. No employee, officer, or agent of the Klamath Tribes may solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontractors.
j. Negotiation: Provisions not addressed by this solicitation will be negotiated with the professional once a selection has been made.
k. Agreement: The selected professional will enter into an enforceable agreement that fully conforms to the contracting provisions pursuant to OMB Circular A-87 and CircularA-133. Copies of these requirements are available for review at the grantee's offices.

Administration Building Siding Replacement

Project

For: Replace Siding at the Tribal Administration Building.

Introduction: The Klamath Tribes invites qualified contractors to submit a proposal to replace the siding at the Administration Building in Chiloquin Oregon. Bidders should note that any and all work intended to be subcontracted as part of the bid submittal must be accompanied by background materials and references for proposed subcontractors.

Pre-bid walk through

- August 14, 2026 @ 9:00AM
- Site Address: Klamath Tribes Administration Building, 501 S. Chiloquin Blvd., Chiloquin Oregon

Scope of Work:

1. Acquire permit from applicable jurisdiction.
2. Remove existing siding around entire building envelope and dispose of waste.
3. Verify that exterior walls are sheathed with plywood. If any wall sheathing is compromised; remove, dispose and replace.
4. Install new vapor barrier around entire building envelope.
5. Install new, pre-finished, metal board and batten siding, metal belly band, and metal lap siding around entire building envelope to manufacture specifications.
    a. Vertical Metal Board and Batten Siding above Belly Band
        i. Metal color specifications: Sherwin-Williams Coil Coatings Standard Color: Buckskin (SR.33, SRI 34) Crinkle Finish or equivalent
    b. Horizontal Metal Belly Band
        i. Metal color specifications: Sherwin-Williams Coil Coatings Standard Color: Black (SR.31, SRI 31) Crinkle Finish or equivalent
    c. Horizonal Lap Siding below Belly Band
        i. Metal color specifications: Sherwin-Williams Coil Coatings Standard Color: Charcoal Gray (SR.37, SRI 31) Crinkle Finish or equivalent
6. Reinstall all existing lights and fixtures.
7. Contractor shall remove and discard all debris and clean area of Job using own dumpsters or method of disposal, etc. At end of Job, area should be cleaned to its pre-project condition.
8. Conduct a walkthrough with The Klamath Tribes Project Manager to inspect project completion.
9. Provide 5-year workmanship warranty.

Notes:

- Contractor shall furnish all forklifts, dumpsters, temp-toilets, scaffolding and other needed equipment to complete the project.
- Contractor shall furnish all permits needed to complete the project.
- Contractor shall follow OSHA safety protocols and should be tied off 100% when higher than 6’ off the ground.
- All waste shall be placed in a dumpster container or hauled off at the end of each day of project.
- Contractor to provide storage facilities for materials and equipment. Contractor may not store items on project site without Project Managers approval.
- While work is performed, all entrance areas shall be blocked off and marked for safety for the duration of the project. This shall be communicated to the Project Manager.
- Duration of the Project is estimated to be 90 days after commencement of work.
- If the value of work is over $50,000.00, must carry a General Contractors license.
- Contractor will be responsible to remove and discard all debris and clean area of Job using own dumpsters or method of disposal, etc. At end of Job, area should be cleaned to its pre-project condition.
- If the extent of the repairs is different than the approved Scope of Work, then an approved change order may be arranged.

Cost Estimate Form — Attachment 2

(Fill in for all costs)

1. **Acquire permit from applicable jurisdiction.**

   Material cost _____

   Labor cost _____

2. **Remove existing siding around entire building envelope and dispose of waste.**

   Material cost _____

   Labor cost _____

3. **Verify the exterior walls are sheathed with plywood. If any wall sheathing is compromised; remove, dispose and replace.**

   Material cost _____

   Labor cost _____

4. **Install new vapor barrier around entire building envelope.**

   Material cost _____

   Labor cost _____

5. **Install new, pre-finished, metal board and batten siding, metal belly band, and metal lap siding around entire building envelope to manufacture specifications. See scope of work for specifications.**

   Material cost _____

   Labor cost _____

5. **Reinstall all existing lights and fixtures.**

   Material cost _____

   Labor cost _____

6. **Contractor will be responsible to remove and discard all debris and clean area of Job using own dumpsters or method of disposal, etc. At end of Job, area should be cleaned to its pre-project condition.**

   Material cost _____

   Labor cost _____

7. **Conduct a walkthrough with The Klamath Tribes Project Manager to inspect project completion.**

   Material cost _____

   Labor cost _____

8. **Provide 5-year workmanship warranty.**

   Material cost _____

   Labor cost _____

Total cost for Material _____

Total cost for Labor _____

TOTAL PROJECT COST _____

Competitive Bid Form
(Please submit all required documents)

Company Name: _____

Address: _____

Total Bid Amount: _____

1.	I/We have signed and enclosed a notarized Non-Collusive Affidavit.	Y	N
2.	My/Our Federal I.D. Number is: _____ My/Our State I.D. Number is: _____ My/Our Contractors License Number is: _____ Copies enclosed	Y	N
3.	I/We will provide a copy of our Certificate of insurance listing The Klamath Tribes as a certificate holder. Insurance Company: _____	Y	N
4.	I/We will provide a copy of our Workman's Compensation Insurance Coverage. (If working partnership, N/A)	Y	N
5.	We are a Partnership Company and have provided a copy of our signed partnership agreement. If partnership, power of Attorney must be included authorizing an individual to act as an agent for the said company. Provide copies.	Y	N
6.	I/We have reviewed the Proposal and attachments and have included required information.	Y	N
7.	I/We have provided the Contractor Scope of Work Form and is enclosed.	Y	N

Bidder's Initials _____

Attachment 4

Non-Collusive Affidavit

State of _____)
_____)
County of _____)

_____. being first duly sworn depose and says:

That I am _____
(Owner, Partner or Officer of the firm)

The party making the foregoing proposal or bid that such proposal or bid is genuine and not collusive of sham. That said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion or communication of conference with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price or that any other bidder, or to secure any advantage against The Klamath Tribes or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

_____
Individual, Partner, Corporation

Subscribed and sworn to before me this ____ day of _____, 2026.

_____
Notary Public for State of Oregon

My Commission expires:_____

(Seal)

"General Decision Number: OR20260093 05/18/2026

State: Oregon

Construction Types: Building

Counties: Oregon Counties of
Gilliam, Grant, Jefferson, Klamath,
Lake, Malheur, Sherman, Wallowa and
Wheeler

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0036-003 03/31/2025

	Rates	Fringes
HEAT & FROST INSULATOR	$ 62.02	22.36

BROR0001-005 06/01/2025

	Rates	Fringes
BRICKLAYER	$ 49.60	25.15

ELEC0048-001 01/01/2025

	Rates	Fringes
ELECTRICIAN (LOW VOLTAGE WIRING ONLY)	$ 52.12	24.37

ENGI0701-006 01/01/2024

	Rates	Fringes
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 54.75	16.90

ENGI0701-007 01/01/2024

	Rates	Fringes
OPERATOR: CRANE (50-89 TON)	$ 53.60	16.90

IRON0029-001 07/07/2025

	Rates	Fringes
IRONWORKER	$ 48.31	34.52

LABO0737-025 06/01/2024

	Rates	Fringes
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 43.79	17.05

LABO0737-035 06/01/2024

	Rates	Fringes
LABORER: COMMON OR GENERAL	$ 39.11	17.30

LABO0737-036 06/01/2024

	Rates	Fringes
LABORER: HOD CARRIER	$ 43.79	17.05

LABO0737-037 06/01/2024

	Rates	Fringes
LABORER: CONCRETE SAW	$ 40.41	17.30

LABO0737-038 06/01/2024

	Rates	Fringes
LABORER: PIPELAYER	$ 40.41	17.30

PAIN0010-009 01/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 45.52	22.03

PLAS0555-007 06/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 46.13	20.31

PLUM0290-002 04/01/2025

	Rates	Fringes
PLUMBER	$ 60.77	34.72

SHEE0016-006 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)	$ 54.99	33.92

SHEE0055-009 06/01/2024

	Rates	Fringes
SHEET METAL WORKER, INCLUDES HVAC UNIT INSTALLATION.	$ 47.76	30.40

SUOR2018-013 08/25/2023

	Rates	Fringes
ELECTRICIAN, EXCLUDES LOW VOLTAGE WIRING	$ 40.48	19.97
CARPENTER	$ 38.10	8.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon 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 a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next

number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION

"

U.S. Department of Labor
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WAGE AND HOUR DIVISION
Revised December 2008

OMB No. 1235-0008
Expires 09/30/2026

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

Procurement:
Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180. Regulations can be found at ecfr.gov and federalregister.gov.

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1) The prospective primary recipient certifies to the best of their knowledge and belief that it and its principals:

- **a.** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- **b.** Have not within a (3) three-year period preceding this application 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- **c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Tribal, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- **d.** Have not within a three-year period preceding this application had one or more public transactions (Federal, State, Tribal, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

If The Klamath Tribes later determines that you failed to disclose your exclusion or disqualification under sections (1) (a.-d.) and (2) of this certification at the time of submission, The Klamath Tribes may pursue any available remedies, including suspension and debarment. Additionally, if you become aware of any information regarding your exclusion or disqualification under these sections after entering into a covered transaction, you are required to provide immediate written notice to The Klamath Tribes. This obligation is critical for maintaining transparency and compliance with the regulations governing federal contracting.

_____
Business Name:

_____
Printed Name and Title of Authorized Representative:

_____
Signature:

_____
Date:

Procurement:
FREQUENTLY ASKED QUESTIONS

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:
- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with The Klamath Tribes. Federal law (Executive Order 12549) requires The Klamath Tribes ensure that persons or companies that contract with The Klamath Tribes are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell The Klamath Tribes in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to The Klamath Tribes.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from The Klamath Tribes. Covered Transaction does not include mandatory entitlements and individual benefits.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); 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 Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the 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 below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above 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 real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Reference List

Attachment 9

1. **Name:** _____
   Company: _____
   Position: _____
   Contact: _____

2. **Name:** _____
   Company: _____
   Position: _____
   Contact: _____

3. **Name:** _____
   Company: _____
   Position: _____
   Contact: _____

The Klamath Tribes
Tribal Employment Rights Office (TERO)

P.O. Box 436 | 501 Chiloquin Blvd. Chiloquin, OR 97624 | (541) 783-2219 | TERO@klamathtribes.com

2026 TERO Contractor Certification Workshop Registration Form

Contractor or Company Name: _____

Workshop Participant(s) and Job Title(s): _____

Mailing Address: _____

Email: _____ Phone Number: _____

Workshop Date

(Sessions are from 10 AM – 12 PM PST)

Custom Date ☐ *Preferred Date*: _____ **Mar. 5** ☐ **June 4** ☐ **Sept. 3** ☐ **Dec. 3** ☐

Workshop Format

Zoom ☐ **In-Person** ☐

In-person workshops are held at 501 Chiloquin Blvd. Chiloquin, OR 97624

Payment Option

☐ **$650** at least 2 weeks in advance, 1 participant

☐ **$50** for each additional early registered participant

☐ **$750** late registration, 1 participant

☐ **$100** for each additional late registration participant

Total Dollar Amount: $ _____

Payment should be mailed to:

The Klamath Tribes TERO
Attention Office Manager
P.O. Box 436 Chiloquin, OR 97624

Checks should be made payable to 'The Klamath Tribes' *(note 'TERO' in the check memo section).*

Email this completed form to TERO@klamathtribes.com or mail to the address above.

The Klamath Tribes
Tribal **E**mployment **R**ights **O**ffice (TERO)
P.O. Box 436 | 501 Chiloquin Blvd. Chiloquin, OR 97624 | (541) 783-2219 | TERO@klamathtribes.com

TERO COMPLIANCE AGREEMENT

A. Covered Employer Information

Check All That Apply: Prime/General ☐ Subcontractor ☐ Union ☐

Covered Employer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

Business Type and/or Scope of Work (if applicable):

_____

Performance Period: **Approximate Start Date:** _____

End Date (If Applicable): _____

B. Project Information (if applicable): KT Project ☐ Other Project ☐

Project Name: _____ Location: _____

Duration of the Entire Project: **Start Date:** ____/____/____ **End Date:** ____/____/____

C. Definitions

All terms used in this agreement shall be given the meaning set forth in Section 40.02 of the Klamath Tribes Tribal Employment Rights Ordinance, Chapter 40 of Title 6 of the Klamath Tribal Code, (hereinafter "the Ordinance). If a term is not defined in the Ordinance, it shall be given the meaning set forth under relevant Tribal Code or other Tribal law.

D. TERO Fee

1. *Construction Contracts:* All construction projects in the sum of $5,000 or more, shall pay a compliance Fee per the rate listed in Section 40.09(b) of the Ordinance. The TERO Compliance Fee must be paid by the employer prior to commencing work on the Reservation.

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a. The Prime Contractor shall work with the TERO office and use Attachment II – Fee Calculation, to establish the effective Fee rate and amount prior to work commencing.

2. *Other Covered Employers with Two or More Employees Working on the Reservation:* Every Covered Employer with two (2) or more Employees working on the Reservation shall pay a quarterly fee of 2% of its employees' quarterly payroll which shall be paid within thirty (30) days after the end of each quarter.

a. This fee shall not apply to educational, health, governmental, or nonprofit employers, or construction contractors (construction contractors being governed by the fee above). However, it shall apply to all contracts let by educational, health, governmental or non-profit employers to non-educational, non-health, non-governmental, or for-profit employers.

E. Covered Employer Duties

1. The Covered Employer will give first preference in all hiring, promotion, training, and all other aspects of employment to Klamath Tribal Members and second preference to other Indians, provided that the relevant Tribal Member or Indian meets the threshold requirements for the job.

2. The Covered Employer agrees to utilize the TERO Hiring Hall to fulfill its hiring goals per this Agreement. The hiring goal includes numerical goals and timetables for each craft, skill area, job classification, etc., as a percentage of total hours worked, used by the Employer.

3. When an employee hired from the TERO Hiring Hall or after recommendation from the TERO is terminated or unable to continue working, the Covered Employer shall immediately notify the TERO office which may provide a substitute referral within three business days or notify the Covered Employer that it has no referrals for the position, after which time the Covered Employer will be authorized to hire a replacement. The Covered Employer may submit a written request and justification for a shorter rehire period.

4. In all layoffs and reduction in force, no Indian employee shall be terminated if a non-Indian employee in the same job classification is still employed. The non-Indian shall be terminated first if the Indian possesses threshold qualification for the job classification. If a Covered Employer lays off workers by crews, all qualified Indian employee workers shall be transferred to crews to be retained so long as non-Indians in the same job

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P.O. Box 436 | 501 Chiloquin Blvd. Chiloquin, OR 97624 | (541) 783-2219 | TERO@klamathtribes.com

classification are employed elsewhere on the job site, except for non-Indians hired as Core Crew pursuant to negotiated Compliance Agreements.

5. Covered Employers shall establish and maintain job training or apprenticeship programs to assist Indians to become qualified in crafts, skill areas, and/or job classifications used by the Covered Employer. Preference will be given Indians for any training opportunities provided by a Covered Employer.

6. Covered Employers who are in violation of the Ordinance or this Compliance Agreement may be subject to the citations and/or penalties set forth in Section 40.11 of the Ordinance. Possible sanctions include:

    a. Being ordered to terminate any individual hired by disregarding the Ordinance and this Office's requirements regarding Indian preference and to employ, promote, and train any Indian adversely affected by Covered Employer's non-compliance with Indian preference requirements;

    b. Back pay to any Indian adversely affected by the Covered Employer's non-compliance with Indian preference requirements;

    c. The maximum daily monetary penalty listed in the Section 40.11(a) of the Ordinance.

7. Any person who attempts to or, in fact, harasses, intimidates, or retaliates against the TERO Director, TERO staff, or Tribal Council shall be subject to the sanctions set forth in Section 40.11 of the Ordinance. Any Covered Employer which retaliates against any employee, employer, union or other entity because of its exercise or rights under the Ordinance, or compliance with provisions of the Ordinance, shall be subject to the sanctions set forth in Section 40.11 of the Ordinance. Any harassment or discrimination against any Indian employee will be referred to the relevant federal employment rights agency or other authority.

8. Core Crew requests must be submitted to the TERO staff in writing, showing that each Core Crew member meets these criteria before the start of any project work. Approval of Core Crew members does not exempt any Employer from TERO hiring goals or other compliance agreement terms.

    a. Indian CORE Crew members may count toward the hiring goal.

    b. The Indian Core Crew members must be registered with the TERO Program.

    c. The Indian Core Crew members must be identified prior to signing the Compliance Agreement.

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9. Covered Employers shall not institute and/or use job qualification criteria and/or personnel requirements as barriers to employment of Indians, unless such criteria and/or requirements can be demonstrated to be required by business necessity.

10. The Covered Employer agrees to comply with the Ordinance, which is incorporated into the agreement to the greatest extent applicable, below.

11. The Covered Employer is responsible for ensuring each of their contractors and subcontractors complies with the provisions of the TERO Code and the Compliance Agreement.

12. The Covered Employer will allow on-site inspections by TERO representatives during the actual operation of the business of any Covered Employer for the purpose of monitoring compliance with the Ordinance and to speak with any contractor, subcontractor, or Employee on-site, so long as such conversation does not interfere with the operation of the business.

13. Certified weekly payroll reports must be submitted to the TERO program by Wednesday the following week.

F. Hiring Goals

1. Covered Employers, or their representatives, will set employment goals for each project or year, depending on which period of time is applicable. The Covered Employer will meet the prescribed number Indian employees according to the hiring goals established in Attachment 1 – Hiring Goal of the Compliance Agreement. If the Covered Employer can demonstrate that there are not sufficient qualified Indian candidates to meet this requirement, TERO will confirm by email to waive this obligation. Any waiver will be narrowly construed and should not be taken to grant an on-going waiver of the Covered Employer's requirement to meet minimum numerical hiring goals.

2. Using Attachment I, Covered Employers will provide TERO with an accurate listing of all positions that will be used on a project or employed during the year, (that includes core crew members) and the number of employees required for each craft. These positions will be negotiated for, as well as any Core Crew requests, and Wage Rates are required.

3. For contracted projects (if applicable): Prime Contractors will be responsible for an overall hiring goal for this project. The overall hiring goal will be established in section II

of Attachment I – Hiring Goals. The overall goal is based on the total hours worked by all contractors involved in the project. The Prime will make up any 0 hours to meet the overall goal of the project.

4. Covered Employers with collective bargaining agreements with one or more unions are responsible for informing such unions of the Ordinance, its rules and regulations, and this Compliance Agreement. The Covered Employer will obtain a written agreement from each union stating that the union will comply with Indian preference laws and the rules, regulations, and guidelines of the Klamath Tribes. Temporary work permits will be granted to Indians who do not wish to join a union.

5. A TERO Worker Request form, Attachment III, will be used by the Covered Employer when requesting workers.

6. The Covered Employer must make every effort to place a job order with the TERO program at least 48 business hours prior to needing a TERO referral.

    a. TERO referrals must be requested from TERO in a timely manner to satisfy the Covered Employer's new hire process.

G. Indian Preference in Contracting

Covered Employers shall give preference to Indian Owned Businesses (IOBs) in the award of contracts or subcontracts to the extent permitted by applicable law. IOBs must be certified by the TERO Program Manager to be included in TERO's IOBs Directory and to obtain Indian Preference in contract bids where a majority of the work will occur within the boundaries of the Reservation.

H. Point of Contact

1. The points of contact for the TERO Program are as follows:

Management: Joshua S. DeLorme, *TERO Director* Office: 541 - 783 - 2219 ext. 162
Mobile: 541 - 591 - 2446 Email: Joshua.delorme@klamathtribes.com

Compliance/Enforcement: Inez Heglund, *TERO Compliance Officer*
Office: 541 - 783 - 2219 ext. 283 Mobile: 541 - 591 - 1187
Email: inez.heglund@klamathtribes.com

The Klamath Tribes
Tribal **E**mployment **R**ights **O**ffice (TERO)
P.O. Box 436 | 501 Chiloquin Blvd. Chiloquin, OR 97624 | (541) 783-2219 | TERO@klamathtribes.com

***Main Office Contact**:* Sherie Torralba, *TERO Office Manager* Office: 541 - 783 - 2219 ext. 149
Email: Sherie.Torralba@klamathtribes.com

TERO All Staff: Email: TERO@klamathtribes.com

2. Covered Employer must submit a list of relevant staff with the completed Compliance Agreement. Relevant staff includes, but are not limited to, the main office receptionist and on-site manager/supervisor.

I. Attachments

The following Attachments are incorporated as part of this Agreement:

☐ Attachment I *(Hiring Goals)* ☐ Attachment II *(Fee/Fee Calculation)*

☐ Attachment III *(Worker Request)*

Any additional attachments must include the signature of authorized representatives of both parties to be incorporated in this Agreement.

J. Incorporation of Tribal Law and Regulations

The Tribal Employment Rights Ordinance, Title 6 of Chapter 40 of the Klamath Tribal Code, is incorporated into this Agreement to the greatest extent applicable.

K. Amendments and Modifications

This agreement may only be modified in writing and with the signatures of authorized representatives of the TERO and the Covered Employer.

The Klamath Tribes
Tribal **E**mployment **R**ights **O**ffice (TERO)
P.O. Box 436 | 501 Chiloquin Blvd. Chiloquin, OR 97624 | (541) 783-2219 | TERO@klamathtribes.com

L. Covered Employer Compliance Agreement Approval

I have read and understand the terms, conditions, and requirements as set forth in this Compliance Agreement. I understand that a compliance agreement is required even if there is no set hiring goal to ensure continued compliance with the Tribal Employment Rights Ordinance and monitoring by the TERO Program. I certify that I have the full authority to sign on behalf of

_____.

Covered Employer Representative (Print)	Title
Covered Employer Representative (Signature)	Date

M. TERO Compliance Agreement Approval

On behalf of the KT TERO Program, I have reviewed this compliance agreement and certify that the Covered Employer has submitted the required documentation. The contractor has been approved to commence work on the Reservation.

TERO Representative (Print)	Title
TERO Representative (Signature)	Date

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Attachment I – *Hiring Goals*

Section I – Covered Employer Positions

Business Type and/or Project: _____

Covered Employer: _____

Position	Start Date	# of each	# of Indian Employees	%	Wage Rate
Totals					

TERO reserves the right to negotiate for any positions listed above in order to meet the prescribed hiring goals. This attachment supplements the TERO Compliance Agreement in which the Contractor agrees to meet their obligation pursuant to the Tribal Employment Rights Ordinance.

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Section II – Overall Project Hiring Goal *(If applicable)*

The Prime contractor shall be responsible for ensuring that an overall hiring goal of _____%, for the life of the _____ project will be met.

_____	_____
Covered Employer Representative (Print)	Title
_____	_____/_____/_____
Covered Employer Representative (Signature)	Date
_____	_____
TERO Representative (Print)	Title
_____	_____/_____/_____
TERO Representative (Signature)	Date

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Attachment II – *Fee/Fee Calculation*

☐ Construction Contract Greater than $5,000
(*Construction Only)*

All construction projects in the sum of $5,000 or more, shall be assessed an Employments Rights Fee per the Fee rate structure found in the Tribal Employment Rights Ordinance.

i. **Project:** _____

ii. **Contractor:** _____

iii. **Total Amount of Contract:** _____

iv. **Effective Fee Rate(s):** _____

v. **Employment Rights Fee Amount**: _____

vi. **Due Date or Payment Schedule:** _____

_____ _____
Contractor Representative (Print) Title

_____ _____/_____/_____
Contractor Representative (Signature) Date

_____ _____
TERO Representative (Print) Title

_____ _____/_____/_____
TERO Representative (Signature) Date

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☐ Employer with two (2) or more Employees working on the Reservation
(Non-Construction)

All Covered Employers with two (2) or more Employees working on the Reservation shall be assessed an Employment Rights Fee per the Fee rate structure found in the Tribal Employment Rights Ordinance. This fee does not apply to educational, health, governmental, or nonprofit employers. However, it does apply to all contracts let by educational, health, governmental or non-profit employers to non-educational, non-health, non-governmental, or for-profit employers.

The Covered Employer will inform the TERO if any information used to calculate this Fee changes, including, but not limited to, its quarterly payroll or its business type.

i. **Covered Employer:** _____

ii. **Employees' Quarterly Payroll:** _____

iii. **Effective Fee Rate(s):** _____

iv. **TERO Fee Amount**: _____

v. **Due Date: 30 days after the end of each quarter**

_____	_____
Covered Employer Representative (Print)	Title
_____	_____/_____/_____
Covered Employer Representative (Signature)	Date
_____	_____
TERO Representative (Print)	Title
_____	_____/_____/_____
TERO Representative (Signature)	Date

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Attachment III – *Worker Request*

A worker request form and company application will need to be submitted when the Covered Employer is requesting a worker.

Date: _____/_____/_____

For All Covered Employers

Covered Employer Name: _____ Business Type: _____

Representative Requesting Worker(s) (Name and Title): _____

Contact Number: _____ Email: _____

Job Position Requesting: _____ No. of Positions Needed: _____

Job Location: _____ Rate of Pay: _____

Starting Date: _____/_____/_____ Starting Time: _____

Name, Title, and Contact info for individual(s) that TERO worker will need to contact when starting work: _____

For Contractors *(General and Sub)*

Project Name: _____ Project Location: _____

Contractor Name: _____

Contractor Level Requesting Worker: Prime Contractor ☐ Sub-contractor ☐

Job Information:

Job Status: Full - Time ☐ Part - Time: ☐

Job Duration: < 1 week ☐ 1 - 2 weeks ☐ 2 weeks – 1 month ☐ > 1 month ☐

Schedule: M-F ☐ Weekends ☐ Other: _____ ☐

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Driver's License Required? Yes ☐ No ☐ CDL? Yes ☐ No ☐ If yes, Type A ☐ B ☐C ☐D ☐

What is the Pay Schedule: (ie. Mon-Sun)? _____

When are Time Cards Due (day & time)? _____

When are Employees Expected to be Paid (day & time)? _____

NOTE: If Employer fails to provide the work or does not show up, you will be billed 4 hours for employee(s) time. If TERO does not have anyone to fill the position, please request an Amendment form.

Alcohol/Drug Test Required? Yes ☐ No ☐ A Physical Required? Yes ☐ No ☐

Brief Job Description: _____

_____

_____

Skills/Training/Physical Demands: _____

_____

_____

Tools Required: _____

_____

Special Instructions: _____

_____

For TERO Use Only:

Rcv'd By:_____ Date:_____/_____/_____

Worker Sent? ☐ Yes ☐ No If Yes, Participant Name :

_____

If No, Explain: _____

_____