

ARIZONA 517 – HOPI
HOPI TELECOMMUNICATIONS, INC.

REQUEST FOR PROPOSAL

**FTTH INSIDE WIRING AND DROP
CUTOVER**

ENGINEERING SERVICES PROVIDED BY: JOHN STAURULAKIS, LLC
6129 79TH STREET LUBBOCK, TX 79424
(806) 866-9900 – JSITEL.COM



United States
Department of
Agriculture

Rural
Utilities
Service

RUS Form 773

December 1990

Miscellaneous Construction Work and Maintenance Services Contract

Miscellaneous Construction Work and Maintenance Services Contract

RUS Contract Form 773

December 1990

Borrower's RUS Designation N/A

Contractor _____

Contract No. AZ517-17-001 Inside Wiring

Contract Date _____

Contract Amount _____

**INSTRUCTIONS SHEET
FOR USE OF
RUS FORM 773**

GENERAL

This Contract is intended for use with miscellaneous construction work and maintenance services whose total cost does not exceed \$500,000. This contract may be for labor only, material only, or for labor and material. Close the contract out on RUS Form 771. Refer to 7 CFR Part 1753, Subpart I. There are no provisions to amend this contract. Several examples of the use of this contract are as follows:

1. Short outside plant extensions such as the plowing of drop wire or small pair count wire and cable,
2. Cable splicing,
3. Line removal,
4. Installation or movement of central office and electronic equipment,
5. Carpentry and painting,
6. Right-of-way clearing.

This contract does not require RUS approval; see 7 CFR 1753, Subpart I. This contract is not to be used with subcontractors.

SECTION I

- a. The work order number assigned to the individual project should be referenced. In case of blanket work orders, where a single contract will serve several individual work orders, a suitable identifying number should be selected, from which individual projects can be identified. This number should relate to a force account work order that pertains to the same project when applicable.
- b. Contractor's name; mailing address; license number, issuance state and expiration date, where applicable; borrower's corporate name; and RUS designation.

PROJECT

1. Give a brief description of the work to be performed.
2. Self-explanatory.
3. Self-explanatory.
4. If yes, attach a separate and complete list of materials to be furnished. See Section II, General Provisions.
5. Identify appropriate exchanges.
6. Hourly rates for labor and/or equipment should be specified as necessary. Lump sum(s) should be identified and specified as appropriate. Units should be standard RUS units, when appropriate.
7. The maximum closeout amount of this Contract cannot exceed \$500,000. Unless otherwise directed, invoices are to be submitted to the Owner.
8. Define a time for construction that is realistic for the work to be performed and which will meet the owner's requirements.

SECTION II - General Provisions

The borrower must attach all drawings, sketches, lists of materials, list of units, descriptions of work, references to appropriate standards, specifications, etc., so as to make them a part of this Contract. In addition, references should be made to Federal, State, Local, and other requirements, if any, as appropriate, in the attachments to this contract. Examples of this would be local codes, utility regulations, etc. RUS Form 270, as indicated in Paragraph 15 should be attached and properly executed.

Borrowers must comply with all applicable requirements imposed by Executive Orders 12549 and 12689, Debarment and Suspension, and any rules or regulations issued thereunder, including 7 CFR Part 3017.

MISCELLANEOUS CONSTRUCTION WORK AND MAINTENANCE SERVICES CONTRACT

SECTION I

W. O. Number _____ (Enter this number on all attachments, invoices and related correspondence).

This Contract is entered into this _____ day of _____, 2026 between _____

_____ (hereinafter called "Contractor", (Contractor's License No. _____ N/A),

Issuance State _____ N/A _____, Expiration Date _____ N/A _____

of, _____ (Mailing Address)

_____ ; _____ ; _____ ,

(City) Hopi Telecommunications, Inc.

6 E Aspen Ave, Suite 240 Flagstaff, Arizona 86001

(hereinafter called "Owner"), known as _____ AZ517-17-001 _____
(RUS Designation: State, No., Letter)

PROJECT

1. Description of work:

The Contractor shall install fiber from the Network Interface Device (NID) on the outside of the house to the Optical Network Terminal (ONT) location inside the house. The Contractor shall coordinate with the Owner's Network Operation Center (NOC) to cutover ONT and ensure network connectivity before leaving the customer premise. There are two groups of drops to be cutover - ARPA and NTIA. All ARPA drops shall be installed, cutover and accepted by the Owner before the Contractor starts any work on NTIA drops.

The Owner will provide the ONT and Residential Gateway (RG). The Contractor shall be responsible for providing all other materials necessary to complete the install and cutover.

See Scope of Work section for more details.

Indicate if drawings, specifications, or other further description is attached and made part of this agreement: (Check One) NO _____ YES

2. Project is for: (Check One) Construction Maintenance _____

3. Evidence of insurance is required (See Section III).

4. The Owner will furnish material? (Check One) NO _____ YES (See Attached List).

5. All work on this Contract will be performed in the Owner's exchange(s) of _____
Kykotsmovi, Polacca, Keams Canyon

6. The method of payment for performance shall be:
(Specify rate[s])

Hourly basis

Lump-Sum (Explain as necessary)

Unit basis (Describe unit[s])

The Contractor shall propose units and provide pricing per unit.

No payment shall be due under this agreement while the Contractor is in default of any provision hereof.

7. The maximum amount of this Contract shall be \$ _____. Payment shall be due and payable in accordance with the following schedule:

The Contractor shall be paid for drops completed on a monthly basis. The Contractor shall not be paid for a drop until service is working at the customer location and the ONT can be seen in the Calix management system. The Contractor shall submit unit quantities on a per drop basis with the address clearly labeled. The Contractor shall submit different invoices based on ARPA and NTIA drops.

Invoices are to be submitted to: _____
Hopi Telecommunications, Inc.

A duly executed RUS Form 743, Certificate of Contractor and Indemnity Agreement, shall accompany the final invoice. (A copy to be attached to the contract.)

8. The Contractor shall begin performance of this Contract no later than contractor to include
in proposal _____ and shall complete performance no later than September 15, 2026 .

SECTION II - GENERAL PROVISIONS

1. **Notification of Injury or Damage:** The Contractor shall promptly notify the Owner of any injury, death, loss, or damage to persons, animals, or property which is in any way related to the work performed under this Contract, even though such occurrence was not caused or contributed to by the Contractor or the contractor's employees and agents.
2. **Withholding of Payments:** The Owner may withhold money due for portions of the Project which have been rejected by the Owner and which have not been corrected by the Contractor to the satisfaction of the Owner. The Contractor shall pay each material supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed on account of materials furnished by each material supplier. The Owner may withhold money due for claims which might be the subject of reimbursement to the Owner by the Contractor. If the Owner is advised that the Contractor is not promptly paying material suppliers as set out above, or if the Owner is advised that employees of the Contractor are not being promptly paid, then the Owner may withhold such money due as the Owner deems sufficient to insure the obligations incurred by the Contractor in connection with the work covered by this Contract will be paid in full.
3. **Changes in Project:** The Owner may make changes in the Project by altering, adding or deducting from the Project. No change in the Contract price shall be made for minor changes not involving extra cost. All adjustments in the Contract price by reason of any other change shall be agreed to by the parties prior to commencement of the actual work in connection with such change.
4. **Standards of Work:** All work performed under this Contract shall conform to applicable current Rural Utilities Service (*hereinafter called "RUS"*) standards and specifications.

The Contractor shall furnish and be responsible for all supervision, labor, tools, equipment, power, transportation, material, and supplies required to perform the work, except those items specifically listed which will be furnished by the Owner. The Contractor shall pick up and transport such material and equipment from its place of storage to the job site as needed. The Contractor shall transport and return to a place of storage designated by the Owner unused material and equipment belonging to the Owner.

5. **Provision of Materials:** In the performance of this Contract there shall be used only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States: Provided, that foreign articles, materials, or supplies may be used in the event and to the extent that the RUS Administrator shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. The Contractor agrees to submit to the Owner such certificate or certificates, signed by the Contractor with respect to compliance with the foregoing provisions as the RUS Administrator from time to time may require.

All materials and equipment furnished by the Contractor, shall be listed in the latest List of Materials Acceptable for Use on Telephone Systems of RUS Borrowers. The Contractor shall purchase materials and supplies outright and not subject to any conditional sales agreement, bailment lease, or other agreement reserving to the seller any right, title or interest therein.

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of construction and at such time as the Contractor receives final payment.

The Contractor shall save harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any materials or equipment provided by the Contractor used in construction of the Project.

It shall be the duty of the Contractor to inspect all material used in the performance of the work, whether or not furnished by the Owner. The Contractor shall not use any defective- material in the performance of work.

The Contractor shall reimburse the Owner or shall replace at no cost to the Owner any material or property destroyed, damaged, or lost, regardless of cause, in the performance of the Contract.

6. **Laws and Regulations:** The Contractor shall comply with all Federal, State, and Municipal Laws, ordinances and regulations and building and construction codes applicable to the performance of the work and give all notices that may be required. If the Contractor observes that the work to be performed is at variance with any law, ordinance, or regulation or building or construction code, he shall promptly notify the Owner. The Contractor shall follow the instructions of Government officials regarding maintenance of traffic and protection of the public. The Contractor shall obtain a copy of regulations or permit requirements of the appropriate Road authorities and make all employees aware of these regulations.

The Contractor acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti-Kickback Acts, as amended (40 USC 276c; 41 USC 51 et seq.) and regulations issued pursuant thereto, and 18 U.S.C. 287, 874, 1001, as amended. The Contractor understands that the obligations of the parties hereunder are subject to the applicable regulations and orders of Government agencies having jurisdiction in the premises.

7. **Environmental Protection:** The Contractor shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

8. **Inspection of Work:** The Owner may maintain inspectors at the job site, and to further assure compliance with the plans and specifications and maintain quality of construction, may, after reasonable notice to the Contractor, perform from time to time operational tests on the Project or a portion or portions thereof selected by the Owner. However, such inspectors or other employees or agents of the Owner shall not have authority to direct or advise the Contractor or his employees and agents concerning the method or manner by which the work is to be performed. The Contractor has sole authority, responsibility, and control over the method and manner by which the work is to be performed and shall remain in all respects an independent contractor.

9. **Service Pipes and Underground Structures:** The Contractor at the Contractor's expense shall locate any pipes, conduits or other underground structures or obstructions which are in the way of the construction, whether or not any work plans omit to show or purport to show their locations. All such property damaged in the course of the work shall be repaired by the Contractor in a manner satisfactory to the Owner.

10. **Duty of Safe Performance:** The Contractor shall at all times take all reasonable precautions to protect all persons and property, including property of the Owner from injury arising out of the performance of the work. The Contractor shall make such inspections, safety checks, and tests, and shall provide such equipment, personnel, and supervision as is necessary to insure the safe performance of the work.

11. **Defects in Work:** The Contractor shall correct at its expense all defects and deficiencies in the work which result from labor or material furnished by the Contractor, workmanship, or failure to follow the plans, drawings, RUS standards, or other specifications made a part of this Contract, which are discovered within one (1) year from the date the work is accepted. Acceptance of the work by the Owner shall not constitute a waiver or any such defects deficiencies. The Owner shall notify the Contractor in writing of any defects and deficiencies and if the Contractor has failed to remedy or make arrangements satisfactory to the Owner and RUS to remedy such defects and deficiencies within twenty (20) days thereafter, the Owner may remedy such defects and deficiencies and the Contractor shall pay the Owner the cost of making such corrections.

12. **Completion on Contractor's Defaults:** If default shall be made by the Contractor in the performance of any of the terms of this Contract, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made by the Contractor, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor which may be situated at the site on the Project. The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

13. **Indemnification:** The Contractor agrees to indemnify and hold harmless the Owner from any and all claims, actions, or causes of action to the extent the claimed loss or damage arises out of the Contractor's negligent performance or nonperformance of work herein contracted to be done whether such claims, actions, or causes of action are alleged to be the results of any act or omission of the Contractor, agents, servants, employees, or any or all of them and regardless of the fact that the work may have been completed and accepted by the Owner and regardless of the fact the Contractor may have received payment for work. The Owner shall promptly notify the Contractor in writing of any such claims, actions, or causes of action and give the Contractor full opportunity and authority to assume the sole defense and settlement thereof. The Owner shall furnish to the Contractor upon request all information available to the Owner for defense against any claim, action, or cause of action. The Contractor's liability under this indemnity shall not exceed the value of the Contract except for those claims involving personal injury or tangible property damage.

14. **Miscellaneous:** The Contractor has made a careful examination of the site of the Project and conditions which may affect work under this Contract.

The Contractor will build the outside plant facilities under the Contract on rights-of-way provided by the Owner including, where directed by the Owner, rights-of-way presently occupied by existing facilities of the Owner. The Contractor will use no explosive in the performance of work under this Contract without the prior written approval of the Owner. All permits necessary for the handling or use of dynamite or other explosives in connection with construction of the Project shall be obtained by and at the expense of the Contractor.

Except as otherwise agreed to by the Owner, all work shall be performed without interruption to or interference with existing telephone service.

The Contractor shall not assign this contract or any part thereof, or enter into any contract with any person, firm, or corporation for performance of the Contractor's obligations hereunder, or any part of such obligations.

15. **Nondiscrimination:** (See RUS Form 270, to be attached to this contract.)

16. **Debarment:** The Contractor represents that to the extent required, it has complied with Executive Orders 12549 and 12689, Debarment and Suspension, and any rules or regulations issued thereunder, including 7 CFR Part 3017.

Note: The penalty for making false statements in offers is prescribed in 10 U.S.C. 1001.

SECTION III - INSURANCE

During the Contractor's performance hereunder, the Contractor shall take out and maintain fully paid insurance providing not less than the minimum coverage required by 7 CFR 1788, Subpart C.

The Owner may at any time require public liability insurance and property damage liability insurance greater than that required in 7 CFR 1788, Subpart C. In any such event, the additional premium or premium payable solely as the result of such additional insurance shall be added to the contract price.

Where the performance of the work involves "structural property, underground property, or blasting," the Contractor's comprehensive general liability insurance policy shall ~~coverage~~ coverage to the insured for legal liability arising from operations under this contract for property damage (1) arising out of blasting, (2) arising out of collapse of or structural injury to any building or structure, or (3) to underground facilities and utilities.

I have read, understand, and agree to all portions of this Contract.

(Contractor)

By _____

Title _____ Date _____

Hopi Telecommunications, Inc.

(Owner)

By _____ Edwin Davis

Title _____ Chairman of the Board of Directors _____ Date _____

ARIZONA 517 – HOPI
HOPI TELECOMMUNICATIONS, INC.

SCOPE OF WORK DETAILS

FTTH INSIDE WIRING AND DROP CUTOVER

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1. Project Overview and Scope

Hopi Telecommunications, Inc. (HTI) is seeking proposals from qualified, licensed contractors to execute the migration and cutover of up to 1,400 customer locations from legacy copper-based infrastructure to a modern Fiber-to-the-Premise (FTTP) network.

The selected contractor shall be responsible for providing all professional labor, specialized equipment, supervision, and incidental hardware/materials required to complete the cutover activities as specified herein.

The project is divided into two groups of cutovers based on federal funding requirements. Group 1 contains 375 to 536 locations which are funded by the America Rescue Plan Act (ARPA) needs to be cut over by September 15, 2026.

Group 2 contains 675 to 864 locations which are funded by the National Telecommunications and Information Administration (NTIA) needs to be cut over no later than July 2027.

The purpose of this Request for Proposal (RFP) is to obtain detailed pricing, scope, and timeline information for completing the installation in a professional and code-compliant manner.

2. Proposal Deadline

The contractor shall their proposal with unit pricing and project timeline to HTI by [insert date]. HTI will review all proposals received and select a contractor by [insert date].

3. Project Tasks

The selected contractor will be responsible for performing the following FTTP home installation tasks:

- 3.1 Coordinate with the homeowner and HTI personnel to determine the location for Optical Network Terminal (ONT) and Remote Gateway (RG) installation
- 3.2 At the PON cabinet or Central Office, install fiber jumper from splitter to OSP fiber port.
 - 3.2.1 Scope and clean connectors.

- 3.2.2 Record light levels at the end of the jumper at the OSP fiber port.
- 3.3 Install hardened fiber cable from existing outdoor NID (Network Interface Device) to indoor ONT location. Depending on the ONT installation location, this may simply require drilling a hole through the wall for cabling to run through. Assume no more than 50' of hardened fiber cable to be installed.
- 3.4 Install indoor ONT.
- 3.5 Install CAT5e (minimum) cable from the ONT to the RG location and install RG. Assume no more than 25' of CAT5e cable to be installed between the ONT and RG.
- 3.6 Install CAT5e cable from the new ONT to the existing copper NID and coordinate with HTI personnel to disconnect existing copper drop from the copper NID. Assume no more than 50' of CAT5e cable to be installed.
- 3.7 Coordinate with HTI personnel to turn up, test, and document installation and acceptance of broadband and voice services.
- 3.8 Onsite Assumptions
- 3.9 Fiber NID is close (within 10') to existing Copper NID
- 3.10 Power outlet is available on the inside wall within 10' of where the existing Fiber NID is placed.
- 3.11 Existing dial tone originates into the home from the existing Copper NID prior to the turnup of the ONT.

4. Technical Specifications

- 4.1 Fiber Cable Requirements
 - 4.1.1 Fiber Type: ITU-T G.652.D compliant OS2 single-mode (9/125µm)
 - 4.1.2 Construction: Indoor/Outdoor rated
 - 4.1.3 Minimum Strand Count: 2 fibers
 - 4.1.4 Jacket: UV-resistant, riser-rated (OFNR) minimum
 - 4.1.5 Bend Radius: Per manufacturer spec (maintained during and after install)
- 4.2 Connector Requirements
 - 4.2.1 Connector Type: SC/APC

- 4.2.2 End Face: Angled Physical Contact (8°)
- 4.2.3 Maximum Connector Insertion Loss: ≤ 0.3 dB typical, ≤ 0.5 dB maximum
- 4.3 Pathway & Entry
 - 4.3.1 If new wall penetration is required:
 - 4.3.2 Drill and sleeve penetration
 - 4.3.3 Install exterior drip loop
 - 4.3.4 Seal exterior with UV/weather-rated sealant
 - 4.3.5 Firestop interior per NEC
 - 4.3.6 Maintain separation from electrical wiring per code
 - 4.3.7 Surface raceway permitted if wall fishing is not feasible. Raceway must be low-profile and mechanically secured.
- 4.4 Slack & Cable Management
 - 4.4.1 Exterior Slack Loop: Minimum 1 meter stored at NID
 - 4.4.2 Interior Service Loop: Minimum 1 meter at ONT
 - 4.4.3 Proper strain relief required at both termination points
 - 4.4.4 Cable must not be tensioned or kinked
- 4.5 ONT/RG Interface

The Contractor shall perform the following tasks:

- 4.5.1 Terminate fiber at designated ONT mounting location
- 4.5.2 Install fiber jack or termination enclosure
- 4.5.3 Label drop fiber with Service ID
- 4.5.4 Leave connector clean and capped
- 4.5.5 Mount ONT
- 4.5.6 Connect power
- 4.5.7 Verify optical sync with OLT
- 4.5.8 Confirm service activation

4.5.9 Install CAT5 cable from ONT to existing copper NID for voice services and disconnect existing copper drop at NID

4.5.10 Install CAT5 cable from ONT to Residential Gateway

5. Materials

5.1 HTI will supply all ONT and RG units and applicable power supplies.

5.2 Contractor shall supply all miscellaneous materials required for complete installation. These materials include, but are not limited to: hardened fiber cable, connectors, CAT5 cables, sealant, and strain relief materials).

5.2.1 Contractor shall supply a detailed list of proposed materials with manufacturer part numbers for HTI to review as part of this RFP response.

6. Project Timeline

The contractor shall specify the number of home installations they would be capable of performing each day per crew proposed. The contractor shall detail the number of crews that can be allocated to the project.

The contractor shall provide HTI with a project schedule showing how the contractor plans to complete the project by the project deadline.

7. Testing & Acceptance

The Contractor shall perform and document:

7.1 Verify and record the optical light level at the existing Fiber NID is within working parameters ($> -20\text{dBm}$)

7.2 Verify and record the optical light level at the ONT end of the installed hardened fiber cable placed between the Fiber NID and the ONT. Level shall not exceed 1 dBm lower than the reading at the Fiber NID.

7.3 Perform a speed test to HTI's preferred speed test service and record upload and download speeds obtained, preferably screen shot test results and record.

7.4 Verify voice dial-tone and make test calls to local and long-distance numbers provided by HTI personnel and record the results.

- 7.5 Photo documentation (if requested by HTI) of the exterior NIDs (copper and fiber), entry penetration, interior termination, and ONT/RG installation.

8. Contractor Qualifications

The contractor shall satisfy the following requirements:

- 8.1 Ability to obtain a Hopi Tribe business license
- 8.2 The selected contractor must demonstrate that they have the following minimum insurance coverage in place for the duration of the project:
 - 8.2.1 General Liability: \$1M per occurrence
 - 8.2.2 Worker's Compensation: \$1M per accident
 - 8.2.3 Commercial Auto Liability: Coverage for all motor vehicles (owned, non-owned, or hired) must have limits of at least \$1M per person/occurrence for bodily injury/death and \$1M for property damage.
- 8.3 Provide a minimum of two (2) references for similar work (preferably on Tribal projects using XGS-PON equipment)
- 8.4 Installation must comply with current standards from:
 - 8.4.1 All local building code requirements
 - 8.4.2 National Fire Protection Association (NFPA 70 NEC)
 - 8.4.3 Telecommunications Industry Association (TIA-568, TIA-606)
 - 8.4.4 National Electrical Safety Code (NESC)
 - 8.4.5 International Telecommunication Union (ITU-T G.9807.1 XGS-PON)
 - 8.4.6 Occupational Safety and Health Administration (OSHA)
 - 8.4.7 Tribal Employment Rights Ordinance (TERO)

ARIZONA 517 – HOPI
HOPI TELECOMMUNICATIONS, INC.

OWNER FURNISHED MATERIALS

**FTTH INSIDE WIRING AND DROP
CUTOVER**

Owner Furnished Materials

Calix ONT

Residential Gateway

ARIZONA 517 – HOPI
HOPI TELECOMMUNICATIONS, INC.

HOPI TRIBAL BUSINESS LICENSE

**FTTH INSIDE WIRING AND DROP
CUTOVER**



OFFICE OF REVENUE COMMISSION
 P.O. BOX 123/ 1 MAIN STREET
 KYKOTSMOVI, ARIZONA 86039
 PHONE: (928) 734-3172
 WEBSITE: www.hopi-nsn.gov

LICENSE NO. FY 2022
 OFFICE USE ONLY

LICENSE APPLICATION

(PLEASE TYPE OR PRINT LEGIBLY)

APPLICANT: NEW RENEWAL

- BUSINESS CONSTRUCTION SUB-CONTRACTORS
 ➤ CORPORATION LLC SOLE PROPRIETOR 501©3 OTHER

COMPANY NAME: _____ COMPANY PH #: () _____
NAME OF COMPANY TO BE DISPLAYED ON THE LICENSE CERTIFICATE

COMPANY ADDRESS: _____
P.O. BOX/STREET CITY/STATE ZIP

CONTACT PERSON: _____ CONTACT #: () _____ EMAIL: _____
FIRST LAST

I HEREBY AUTHORIZE REVENUE COMMISSION TO LIST GENERAL CONTACT INFORMATION: YES NO

REQUIRED INFORMATION (SECTIONS): BUSINESS A-C; CONSTRUCTION (GC'S) A-F; SUB-CONTRACTORS A-G

- A. SERVICE CONDUCTING: _____
 B. SERVICE DATE: START _____ END _____ (ALL LICENSES EXPIRE 12/31 OF THE FISCAL YEAR)
 C. CERTIFICATE OF LIABILITY INSURANCE (HOPI TRIBE AS CERTIFICATE HOLDER): EXP. DATE: _____
 D. AWARDING AGENCY: _____ AWARDED AMOUNT: \$ _____
 E. PROJECT: _____ PROJECT LOCATION: _____
 F. CONTRACT AGREEMENT, PO, AND/OR INVOICE: **MUST HAVE ALL REQUIRED SIGNATURES**
 G. SUB-CONTRACTORS ONLY: _____
NAME OF GENERAL CONTRACTOR

DOCUMENT SUBMISSIONS (APPLICATION, INSURANCE, CONTRACT, AND 501 © 3 VERIFICATION):

EMAIL: KIANNA SOOHAFYAH, DEPUTY REVENUE COMMISSIONER KSOOHAFYAH@HOPI.NSN.US
 GAYVER PUHUYESVA, CHIEF REVENUE OFFICER GPUHUYESVA@HOPI.NSN.US

USPS: HOPI TRIBE – OFFICE OF REVENUE COMMISSION
 P.O. BOX 123 KYKOTSMOVI, AZ 86039

PAYMENT OPTIONS (V/MC, MONEY ORDER, CASHIER'S CHECK, OR CASH):

V/MC: HOPI TREASURERS DEPARTMENT AT (928) 734-3122 OR (928) 734-3124

LICENSE FEES:

X	GROSS REVENUE/CONTRACT AMOUNT	FEES
	HOPI MEMBERS:	EXEMPT
	<small>ENROLLMENT NO. D.O.B.</small>	
	\$0.00 - \$99,999.00	\$400.00
	\$100,000.00 - \$399,999.00	\$500.00
	\$400,000.00 - \$699,999.00	\$600.00
	\$700,000.00 – HIGHER	\$700.00

HOPI TRIBE – DEPARTMENTS (TO FULFILL THEIR REQUIREMENTS):

- TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) AT (928) 734-3161/3162

I hereby agree to abide by the Laws and Regulations set forth by the Hopi Tribe's "Ordinance 17", to not engage in any business/construction project(s) until a license has been obtained from the Office of Revenue Commission (ORC). I hereby certify that the information provided on the application and supporting documents submitted are true and correct to the best of my knowledge. Any false or misleading information may lead to legal action within the Hopi Tribe Justice Courts; to include revocation of privileges and license(s) obtained.

 SIGNATURE

 DATE

ARIZONA 517 – HOPI
HOPI TELECOMMUNICATIONS, INC.

**HOPI TERO COMPLIANCE PLAN AND
ORDINANCE #37**

**FTTH INSIDE WIRING AND DROP
CUTOVER**



Tribal Employment Rights Office, Post Office Box 123, Kykotsmovi, AZ 86039
Telephone#928/734-3162 or 3163 Fax#928/734-2435 or 734-3169

COMPLIANCE PLAN AND CONDITIONS AGREEMENT
FOR
GENERAL CONTRACTORS

1.) COMPANY INFORMATION:

Name of Company: _____

Company Owner/President: _____

Mailing Address: _____

Telephone#:(____)_____ Fax#:(____)_____ E-Mail address: _____

2.) INSURANCE/BONDING:

a. Name of Workman's Compensation Insurance Company: _____
Address: _____ Telephone#:_(____)_____

b. Name of Contract/Surety Bonding Company: _____
Address of Bonding Company: _____
Telephone#: (____)_____ Bonding amount for this project : _____

3.) UNION INFORMATION

Is your company affiliated with a Union with a collective bargaining agreement? Yes _____ No _____
If yes, attach a written agreement from said Union(s) indicating that they (Union) will comply with the Indian Preference requirements of the Hopi Tribe.

4.) PROJECT INFORMATION:

Name of Project: _____

Location of Project: _____

a. Project Superintendent's Name: _____ Telephone#: (____)_____

b. Scope of Work: (continue with attachment if needed) Please be specific: _____

c. Project Mobilization Date: _____
Project Start Date: _____ Project End Date: _____

5.) TERO FEE:

a. Gross Contract Price \$ _____
Provide copy of the contract.

b. TERO Fee @ three percent (3%) of the total amount of Contract : \$ _____
Any change orders affecting the Contract Gross Dollar amount, contractor must notify the TERO immediately.

c. TERO Fee Payment Schedule: _____
I agree should the TERO Fee not be paid accordingly, TERO may request that final payment be withheld.

TERO FEE is payable to: The Hopi Tribe - Tribal Employments Rights Office
P.O. Box#123
Kykotsmovi, Arizona 86039

6.) CORE CREW LIST: (if any are Native Indian, please provide proof of Tribal Membership)

Name	Classification/Trade
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7.) LOCAL INDIAN HIRING:

(list number of TERO referrals that will be hired to meet local Indian Preference requirement)

Trade	Approximate Start Date	Approximate # Work days
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8.) WAGES:

What pay wages will be used? (please explain or submit wage scale)

a. If not a Davis Bacon Wage Rate, how will wages be determined? _____

b. I understand that Certified Payroll shall be submitted to the T.E.R.O. on a timely manner.

9.) SUBCONTRACTING:

List **Indian** Preference Sub Contractors for this Project:

<u>Company Name</u>	<u>Area of work</u>	<u>Contact Person / Information</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*If more space needed to list Indian sub-contractors provide an attachment listing.

List **non-Indian** Preference Sub-Contractor(s) for this Project:

<u>Company Name</u>	<u>Area of work</u>	<u>Contact Person/ Information</u>
_____	_____	_____
_____	_____	_____

*If more space needed to list non-Indian sub-contractors provide an attachment listing.

Were Sub-Contractor(s) provided the TERO Compliance Forms? Yes _____ No _____

Do you have a Tribal Business License?

[] YES, Provide license # _____

[] NO If no, contact the Hopi the Office of Revenue Commission for a Business License

Any employer not submitting an acceptable Compliance Plan may be denied the Right to Commence or continue doing business on the Hopi Indian Reservation.

I agree should there be any changes to this agreement, I will contact T.E.R.O. for approval. I further agree to abide by the conditions of the Hopi Labor Code #37 and other Laws of the Hopi Tribe.

Company Representative's Name/Title (print): _____

Company Representative's Signature: _____ **Date:** _____

TERO Director's Approval _____ **Date:** _____



Tribal Employment Rights Office

Post Office Box #123
Kykotsmovi, Arizona 86039
(928) 734-3162 or (928) 734-3163

**Labor Code
Ordinance #37**

HOPI TRIBAL COUNCIL
RESOLUTION
H-029-2017

WHEREAS, the Hopi Tribal Council is empowered by ARTICLE VI-POWERS OF THE TRIBAL COUNCIL, SECTION 1 (a) and (l) of the Constitution and By-Laws of the Hopi Tribe “To represent and speak for the Hopi Tribe in all matters for the welfare of the Tribe . . .;” and “To delegate any of the powers of the Council to committees or officers . . .;” and

WHEREAS, Hopi Tribal Ordinance 37, the Hopi Labor Code, was enacted by the Hopi Tribal Council through Resolution H-50-81 to enhance economic livelihood for members of the Hopi Tribe; and

WHEREAS, the original intent of Ordinance 37 was to address Hopi Indian employment preference and protection of local employment through the Tribal Employment Rights Office [TERO], as well as to assess TERO fees on all non-governmental employers; and

WHEREAS, there is an ever increasing need for revenue for the operation of the Hopi Tribal government and for the continuation of TERO services for the growing population of the Hopi Tribe; and

WHEREAS, there is a critical need to find alternative funding for the Hopi TERO; and

WHEREAS, the current TERO fee is set at one half of one percent (.5%) of the total cost of a contract award and needs to be increased to be comparable with rates imposed by the Southwest Regional TERO Tribes; and

HOPI TRIBAL COUNCIL
RESOLUTION
H-029-2017

WHEREAS, modification of Section 4-5 of Ordinance 37 to eliminate the number of working days as defined by "covered employer" will also increase revenues to the Hopi Tribe.

NOW THEREFORE BE IT RESOLVED that the Hopi Tribal Council approves the attached amendment to Ordinance 37 Section 7-7 (2) (a) to increase the TERO fee from one half of one percent (0.5%) of the total gross contract amount of each contract to three percent (3%) of the total gross amount of each contract .

BE IT FURTHER RESOLVED that Ordinance 37, Section 4-5 defining "covered employer" will be modified to include any employer who employs one or more employee(s) on the Hopi Reservation.

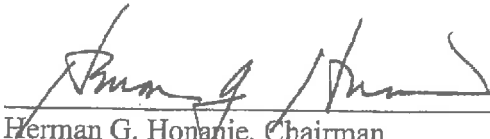
BE IT FURTHER RESOLVED that these changes will be effective April 1, 2017 after approval by the Hopi Tribal Council.

BE IT FINALLY RESOLVED that this Resolution shall supersede and replace all prior resolutions of the Hopi Tribal Council that are inconsistent or in conflict with the intent, purpose and provision of this Resolution.

HOPI TRIBAL COUNCIL
RESOLUTION
H-029-2017

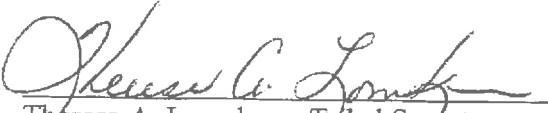
CERTIFICATION

The Hopi Tribal Council duly adopted the foregoing Resolution on March 6, 2017 at a meeting at which a quorum was present with a vote of 10 in favor, 1 opposed, 0 abstaining (Chairman presiding and not voting) pursuant to the authority vested in the Hopi Tribal Council by ARTICLE VI-POWERS OF THE TRIBAL COUNCIL, SECTION 1 (a) and (l) of the Hopi Tribal Constitution and By-Laws of the Hopi Tribe of Arizona, as ratified by the Tribe on October 24, 1936, and approved by the Secretary of Interior on December 19, 1936, pursuant to Section 16 of the Act of June 18, 1934. Said Resolution is effective as of the date of adoption and does not require Secretarial approval.



Herman G. Honanie, Chairman
Hopi Tribal Council

ATTEST:



Theresa A. Lomakema Tribal Secretary
Hopi Tribal Council

Ordinance #37 – The Hopi Labor Code

Section 4-5 Amendment

4-5 The term “covered employer” includes any employer who employs one or more employee(s) on the Hopi Reservation.

Section 7-7 Amendment

Section 7-7 Employment Rights Compliance Bond and Fees

(2) An Employment Rights Fee, to raise revenue for the operation of the Hopi Tribal Employment Rights Office, is hereby authorized to be imposed by the Employment Rights Officer as follows:

- (a) Every covered construction contractor on the Hopi Reservation or with the Hopi Tribe or an agency thereof shall pay a one-time fee of **three percent (3%)** of the total amount (gross contract price) of the contract, per each contract. The fee may be paid in installments over the length of the contract, in the discretion of the TERO Officer.

HUPI TRIBE
RESOLUTION
H-78-82

WHEREAS, pursuant to Hopi Tribal Council Resolution H-50-81,
the Hopi Labor Code was adopted as Ordinance #37;
and

WHEREAS, amendments to the Labor Code are necessary to improve
upon it and carry out the intent of Council; and

WHEREAS, improvements to said Code have been recommended by
the Manpower Committee, a standing Committee of
Council.

NOW THEREFORE BE IT RESOLVED by the Hopi Tribal Council that
it hereby enacts said amendments to the Hopi Labor
Code (Ordinance #37) attached hereto and by reference
made a part hereof.

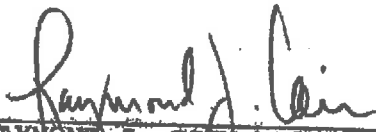
BE IT FURTHER RESOLVED that the Tribal Secretary is hereby
directed to incorporate said amendments into the
Hopi Labor Code accordingly.

BE IT FINALLY RESOLVED that any previous enactments in conflict
with said amendments are hereby superceded.


HOPi TRIBE
RESOLUTION
H-26-82

CERTIFICATION

The foregoing resolution was duly adopted by the Hopi Tribal Council on March 2, 1982, at a meeting at which a quorum was present with a vote of 11 in favor, 0 opposed, 3 abstaining (Vice Chairman presiding and not voting) pursuant to the authority vested in the Hopi Tribal Council by Section 1(g) of Article VI of the Hopi Tribal Constitution and By-Laws of the Hopi Tribe of Arizona, ratified by the Hopi Tribal Council on October 21, 1918 and approved by the Secretary of the Interior on December 19, 1936, pursuant to Section 16 of the Act of June 18, 1934. Said resolution is effective as of the date of adoption and does require Secretarial approval.


RAYMOND J. CORN, VICE CHAIRMAN
Hopi Tribal Council

ATTEST:


LINDA SUETOPKA, SECRETARY
Hopi Tribal Council

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ORDINANCE #37

HOPI INDIAN TRIBE
ORAIBI, ARIZONA
DATED July 8, 1981

THE HOPI LABOR CODE

ORDINANCE REQUIRING PREFERENTIAL
EMPLOYMENT OF INDIANS BY NON-
GOVERNMENT EMPLOYERS OPERATING
WITHIN THE BOUNDARIES OF THE HOPI RESERVATION

BE IT ENACTED BY THE HOPI TRIBAL COUNCIL ASSEMBLED:

Chapter 1. STATEMENT OF PURPOSE

1-1 EMPLOYMENT AND TRAINING POLICY

(1) The Hopi Tribe believes that it is important to create employment and training opportunities for Hopi and other Indians and to eradicate discrimination against Indian people. An integral part of attaining this goal is by structuring employment and training opportunities on the Hopi Reservation to provide for the hiring of Indian where qualified, and through the training of Indians where there are not sufficient qualified Indians to meet the employment opportunities.

(2) Nothing contained in this code shall violate or undermine federal requirements on Equal Employment Opportunity; namely Title VII of the 1964 Civil Rights Act; and the Office of Federal Contract Compliance Program (OFCCP) or Executive Order 11246. Title VII prohibits preferential employment on the basis of race, color, sex, national origin, and religion. However, Title VII contains a special exception which makes Indian preference permissible. Section 703 (i) states, "Nothing contained in this Title shall apply to any business or enterprise on or near an Indian Reservation with regard to any publically announced employment practice of such business or enterprise under which a preferential treatment is given to any individual because he is an Indian.

(3) The Bureau of Indian Affairs in its Regulations implementing the Indian Self-Determination Act provides for Indian Preference in employment and all contracts negotiated pursuant to the Act. See 25 USC 3271.44.

(4) The U.S. Congress justifies tribes power to impose preferential requirements on the grounds that: "This exemption is consistent with the Federal Governements policy

of encouraging Indian employment and with the special legal position of Indian."

(5) In January 1977, the OFCCP issued regulations which states; "Work on or near Indian Reservations. It shall not be a violation of equal opportunity clause for a construction or nonconstruction contractor to extend a publicly announced preference in employment to Indians living on or near an Indian Reservation. The use of the word "near" would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a contractor from complying with the other requirements contained in this chapter."

Chapter 2. SHORT TITLE

This ordinance shall be cited as the Hopi Labor Code.

Chapter 3. AUTHORITY

The authority for this ordinance is Article VI, Section 1. (a), 1(p) and 1(1) of the Constitution and By-Laws of the Hopi Tribal Council.

Chapter 4. DEFINITION OF TERMS

As used in this title:

4-1 The term "commerce" includes all trade, traffic, distribution, communication, transportation, provision of services, manufacturing, production, agricultural production, building, maintenance, construction, banking, mining, and energy production.

4-2 The term "employee" shall include any employee or applicant for employment or former employee whose employment has ceased as a consequence of or in connection with a current labor dispute or because of any unfair labor practices. The term "employee" shall not include any individual employed in the domestic services of any family or person at his home, or any individual employed by any other person who is not an employer as herein defined.

4-3 The term "employee on the Hopi Reservation" shall include any employee in a non-supervisory, supervisory, non-managerial or managerial position who spends more than one-half of his working hours per pay period, on the Hopi Reservation.

4-4 The term "employer" includes, but is not limited to any person who engages in commerce through paid agents or

servants, or who hired or contracts for services, within the exterior boundaries of the Hopi Reservation. The term "employer" includes any person acting as an agent, contractor or subcontractor of an employer, directly or indirectly, but shall not include the United States or any wholly owned government corporation, or any state or political sub-division thereof; but shall include independent contractors and subcontractors of the United States or of any wholly owned government corporation or of any state or political subdivision thereof, but shall not include the Hopi Tribe or any wholly owned Tribal Enterprises, but shall include independent contractors and subcontractors of the Hopi Tribe.

4-5 The term "covered employer" includes any employer who employs one or more employee(s) on the Hopi Reservation for an aggregate of 60 working days or more in any twelve month period./1

4-6 The term "Indian" means any member of any federally recognized Indian Tribe now under Federal jurisdiction.

4-7 The term "Indian owned firm or entity" means any commercial, industrial or other business activity which is owned by an Indian, or Indians, or other Indian owned firm or entity, provided that such Indian ownership constitutes not less than 51% of the enterprise.

4-8 The term "Indian preference" means that Indians residing on the Hopi Reservation are given preference over non-resident Indians in employment and training, and that Indians are given preference over non-Indians in employment and training./1

4-9 The term "Indian resident on the Hopi Reservation" or "resident Indian" means any Indian person who at the time any contract for on-reservation work is let or (in the case of employment offers made by an employer permanently located on the Hopi Reservation) at the time any offer of individual on-reservation for not less than the preceding sixty (60) days./1

4-10 The term "non-resident Indian" includes all Indians who are not resident Indians within the definition in 4-9.

4-11 "Notice" as it is required to be given by the Employment Rights Officer, shall be sufficient as to unnamed parties in an action, all interested persons who are not parties to an action, and in all instances where a specific person is not addressed, if it is published and posted in a public place on the Hopi Reservation for not less than five working days and is on file in the office of the Employment Rights Officer and open to public inspection.

4-12 The term "person" shall include both natural persons

and artificial persons, including, but not limited to corporations, trusts, partnerships, unions, agents, societies, sole proprietorships, and estates of decedents.

4-13 The term "union" or "labor union" means any organization, of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purposes, in whole or in part, of dealing with employers concerning grievance, labor disputes, wages, rate of pay, hours of employment or conditions of work.

Chapter 5. FAIR LABOR STANDARD POLICY (Reserved)

Chapter 6. JUDICIAL REVIEW

6-1 Filing

Any person aggrieved by an order of the Employment Rights Officer, may obtain review of such order in the Hopi Tribal Court by filing in such court, within 20 days after notice of such order, a written petition praying that the order of the Employment Rights Officer be modified or set aside in whole or in part. A copy of such petition shall forthwith be transmitted by the Clerk of the Court to the Employment Rights Officer, and thereupon the Employment Rights Officer shall file in the court the record of the proceeding upon which the order complained of was entered.

6-2 Jurisdiction

Upon the filing of the petition, the Hopi Tribal Court shall have exclusive jurisdiction to affirm, modify or set aside such order, in whole or in part, so far as it is applicable to the petitioner. The review by the Hopi Tribal Court shall be limited to questions of law. Finding of fact by the Employment Rights Officer when supported by substantial evidence shall be conclusive. No objection to the order of the Employment Rights Officer shall be considered by the court unless such objection shall have been urged before the Employment Rights Officer or unless there were reasonable grounds for failure to do so.

6-3 Additional Evidence

If a party wants to introduce additional evidence, not presented before the Employment Rights Officer, they may petition the court. For good cause, the court may order the Employment Rights Officer to conduct a new hearing allowing new evidence. Good cause shall require that the new evidence is important and could not be presented at the prior hearing through no fault of the party seeking the new hearing.

6-4 Judgement

The judgement and decree of the Hopi Tribal Court shall be final, subject to review by the Hopi Appeals Court, upon petition. A petition, under this section, to the Hopi Appeals Court on the petition within twenty (20) days.

6-5 Effect of Proceedings

The commencement of proceedings under 6-1 shall not, unless specifically ordered by the Court, operate as a stay of the Employment Rights Officer's order. The Court may order bond to be posted or other appropriate action, prior to entering a stay of the Employment Rights Officer's order.

Chapter 7. EMPLOYMENT RIGHTS OFFICE

7-1 Employment Rights Office

(1) The Hopi Tribal Employment Rights Office is hereby established with the full supervisory authority to vest in the Employment Rights Officer, who shall be an independent officer of the Tribe, reporting directly to the Tribal Council.

(2) The Hopi Tribal Council shall employ an Employment Rights Officer. The Employment Rights Officer shall have the authority to hire staff, expend funds appropriated by the Tribal Council and, subject to prior approval by the Tribal Council, to obtain and expend funding from Federal, State, or other sources to carry out the purposes of the office. The officer shall administer the policies, powers and duties prescribed in this Ordinance as delegated by the Tribal Council pursuant to Section 3-1 and hold hearings for the purpose of taking evidence, subpoena witnesses and documents, require employers to submit reports, issue cease and desist orders, petition the Hopi Tribal Court for removal orders, and take such other actions as are necessary for the fair and vigorous implementation of this Ordinance. The Employment Rights Officer may appoint another person to serve as Employment Rights Officer to conduct any hearings.

(3) The powers delegated to the Tribal Employment Rights Officer shall be enforced by means of, 1) cease and desist orders, 2) imposition of fines and, 3) posting notices.

7-2 Scope of Indian Preference

All employers are hereby required to give preference to resident Indians in firing, promotion, training, pay, benefits, and other terms and conditions of employment. All employers are further required to give preference to Indians in sub-contracting.

Employers shall comply with the rules, regulations, and guidelines of the Hopi Tribe in regard to its Indian preference requirements./1

7-3 Union Agreements

Any covered employer who has a collective bargaining agreement with one or more unions, shall obtain written agreements from said union(s) stating that the union shall comply with the Indian Preference laws, rules, regulations and guidelines of the Hopi Tribe. Such agreement(s) shall be subject to the approval of the Employment Rights Officer, in order to ensure that all such agreements comply with the intent of this section. Such agreement(s) and approval does not constitute official tribal recognition or sanction of any union.

7-4 Remedial Action

(1) If an employer fails to comply with the laws, rules, regulations, or guidelines on employment rights of the Hopi Tribe or fails to obtain the necessary agreements from its signatory unions, the Employment Rights Officer shall take remedial action to correct the problem. Such remedies may include, but are not limited to; denial of the right to commerce business on the Hopi Reservation, imposition of costs incurred in investigation, presenting or litigating the issue of violations, suspension of the employer's operation, termination of the employer's operation, denial of the right to conduct any further business on the Hopi Reservation, payment of back pay or other relief to correct any harm done to aggrieved Indians and the summary removal from the Hopi Reservation on non-resident employees hired in violation of the Hopi Tribe's employment rights requirements. Remedies shall be determined by the Employment Rights Officer, after allowing the employer an opportunity to present evidence showing why it did not violate the requirements, or why no remedial action is required.

(2) The Employment Rights Officer shall obtain a Court Order from the Hopi Tribal Court in order to enforce a removal order under this section. All other orders of the Employment Rights Officer are self executing.

7-5 Implementation

In implementing the requirements of this chapter, the Employment Rights Officer is authorized to:

(1) Impose numerical hiring goals and timetables that specify the minimum number of Indians an employer must hire, by craft or skill level; or at the Employment Rights Officer's discretion, to set percentage hiring goals by craft or skill level for specified employment fields.

(2) Require covered employers to establish or participate in such training programs as the officer deems necessary

to increase the pool of Indians eligible for employment on or off the Hopi Reservation.

(3) Establish in conjunction with the Tribal Personnel Office and the Department of Economic Security, a Tribal Hiring Hall and impose a requirement that no covered employer may hire a non-Indian until the Tribal Hiring Hall has certified that no qualified Indian is available to fill the vacancy.

(4) Prohibit any covered employer from using job qualification criteria or other personnel requirements that serve as barriers to Indian employment unless the employer can demonstrate that such criteria or requirements are required by business necessity.

(5) Enter into agreements with unions to ensure union compliance with this Ordinance.

(6) Require employers to give preference in the award of sub-contracts to tribally and other Indian owned firms and entities.

(7) Establish programs subject to the Tribal Council's approval, in conjunction with the Tribal and Federal offices, to provide counseling and support to Indian workers, to assist them to retain employment. Employers shall be required to participate in and/or cooperate with such support and counseling programs.

7-6 Regulations

(1) In issuing rules, regulations and guidelines the Employment Rights Officer is to be guided by the policy and standards enumerated throughout this Ordinance, and such further resolutions as the Tribal Council may issue. The Employment Rights Officer shall insure that all rules, regulations and guidelines that are issued provide due process.

(2) Except in cases where the Employment Rights Officer has determined that an emergency situation exists, the Employment Rights Officer shall follow the following minimal procedures in issuing all rules, regulations and guidelines.

- (a) All proposed rules, regulations and guidelines shall be sent to the Tribal Council and shall be posted in a public place on the Hopi Reservation and in a file in the Office of the Employment Rights Office which is open to the public inspection for not less than 20 days.
- (b) The Employment Rights Officer shall accept comments from any interested parties during said twenty (20) days. The Employment Rights Officer

shall discuss in the preamble to such final rules, regulations, and guidelines, the major issues raised by the comments if any.

- (c) The final rules, regulations and guidelines shall go into effect upon being posted in a public place on the Hopi Reservation and in a file in the Office of the Employment Rights Officer which is open to public inspection.

7-7 Employment Rights Compliance Bond and Fees.

(1) An Employment Rights Compliance Bond to encourage compliance with the Hopi Labor Code is hereby authorized to be imposed by the Employment Rights Officer as follows:

- (a) Every covered employer, other than construction contractors, with twenty or more employees on the Hopi Reservation, or gross sales of \$100,000 or more, regardless of sources, shall pay an annual fee of one-half of one percent of the annual payroll of employees on the Hopi Reservation of that employer. This fee shall not apply to education, health, governmental, or non-profit employers.
- (b) The Employment Rights Officer is authorized to develop regulations allowing for the rebate of some or all of the fees paid by an employer according to the extent that an employer is found to be in compliance with the requirements imposed by this chapter and is making a substantial effort to employ, train, and promote Indians.

(2) An Employment Rights Fee, to raise revenue for the operation of the Hopi Tribal Employment Rights Office, is hereby authorized to be imposed by the Employment Rights Officer as follows:

- (a) Every covered construction contractor with a contract of \$100,000 or more on the Hopi Reservation or with the Hopi Tribe or an agency thereof, shall pay a one-time fee of one half of one percent of the total amount (gross contract price) of the contract, per each contract. The fee may be paid in installments over the length of the contract.
- (b) Such fees shall be paid to the Hopi Tribe and shall be placed in a special account to be used to meet the operational costs of the Office. The Employment Rights Officer shall be responsible for collecting said fees and is authorized to establish such rules and regulations as are

necessary to insure a fair and timely fee collection process. An employer or contractor who fails to pay the required fee shall be subject to the remedial actions provided for in 7-4 of the Ordinance.

7-8 Orders to Police

(1) The Hopi Police are hereby expressly authorized and directed to enforce such cease and desist or related orders as may from time to time be properly issued by the Employment Rights Officer. Such orders do not require a judicial decree or order to render them enforceable. The police shall not be civilly liable for enforcing such orders so long as the order is signed by the Employment Rights Officer.

(2) The Hopi Police shall not enforce a removal order of the Employment Rights Officer unless it is accompanied by a judicial decree or order of the Hopi Tribal Court.

7-9 Subcontractors

The Indian Preference requirements contained in the Ordinance and all regulations thereunder shall be binding on all contractors and sub-contractors of covered employers, regardless of tier, and shall be deemed a part of all resulting sub-contract specifications. The employer shall have the initial and primary responsibility for insuring that all contractors and sub-contractors comply with these requirements.

7-10 Religious Freedom

Employers shall make reasonable accommodation to the religious beliefs of Indian workers in accordance with guidelines to be issued by the Hopi Tribal Employment Rights Officer.

7-11 Delegation of Authority

The Tribal Council shall delegate such authority to the Officer as is convenient or necessary to the efficient administration of this Ordinance, except that the Tribal Council may not delegate its powers or duties to:

- (1) adopt
- (2) amend
- (3) rescind rules, regulations or guidelines

Chapter 8. COVERAGE

This Chapter shall be binding on all covered employers whether or not they have previously operated within the exterior boundaries of the Hopi Reservation and whether or not they are doing so at the time of the implementation of this chapter.

Chapter 9. SEVERABILITY

If any portion of this Ordinance shall be ruled invalid by a court of competent jurisdiction, that portion shall cease to be operative but the remainder of the Ordinance shall continue in full force and effect.

Chapter 10. AMENDMENTS

This Ordinance may be amended by the Hopi Tribal Council upon recommendations of the Manpower Committee of the Hopi Tribal Council. Action must be taken by a resolution of the Hopi Tribal Council and is subject to confirmation by the Agency Superintendent.

Chapter 11. EFFECTIVE DATE

This Ordinance shall become effective ten (10) days subsequent to confirmation by the Agency Superintendent.

APPROVED:

Randy L. Sells
Acting Superintendent

July 24, 1981
date



July 24, 1981

MEMORANDUM

TO : Acting Area Director
Attn: Tribal Operations

FROM : Acting Superintendent, Hopi Agency

SUBJECT: Hopi Tribal Council Resolution H-50-81

We are submitting three copies of the above resolution in which the tribal council adopts Tribal Ordinance 37 - Hopi Labor Code. The ordinance was adopted on July 8, 1981 by a vote of 12 in favor, 0 opposed, and 0 abstaining. The enactment was received in this agency for review on July 16, 1981.

The purpose of the ordinance to govern employment preference for Indians within the Hopi jurisdiction. The Hopi Tribe believes it is important to create employment and training opportunities for Hopi and other Indian people.

In accordance with Article VI, Sections 1 (a), (g) and (1) of the Tribal Constitution, I hereby approve Ordinance 37.

Randy L. Sells
Randy L. Sells

Attachments

064.3.

INDIAN PREFERENCE REGULATIONS

OF THE HOPI TRIBE

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- (e) Firms Certified Prior to the Adoption of These Criteria
- (f) Change in Status and Annual Reports

**APPENDIX: APPLICATION FOR CERTIFICATION AS AN
INDIAN PREFERENCE FIRM**

- 1. Firm Identification
- 2. Ownership
- 3. Management
- 4. Capital and Equipment
- 5. Certification

PART 5. ADMINISTRATIVE PROCEDURES

5.1 Reports and Monitoring

5.2 Individual Complaint Procedure

(a) Non-Compliance by an Entity

(b) Non-Compliance by the TERO

5.3 Compliance and Hearing Procedures

(a) Informal Settlement

(b) Procedures for Hearing

5.4 Sanctions

5.5 Appeals

PART 1.
GENERAL PROVISIONS

1.1 Purpose

The following regulations are issued pursuant to the authority granted to the Hopi Tribal Employment Rights Office (hereinafter "TERO") by the Hopi Tribal Labor Code, which requires the preferential employment of Indians and Indian-owned firms by all contract-awarding entities and employers operating within the exterior boundaries of the Hopi Reservation.

1.2 Dissemination

The obligation of all employers to comply with Tribal Employment Rights requirements shall be made known to all existing and future employers. All bid announcements issued by any tribal, Federal, state or other private or public entity shall contain a statement that the successful bidder will be obligated to comply with these Regulations and that a bidder may contact the TERO to obtain additional information. Those tribal and other offices responsible for issuing business permits for the Reservation or otherwise engaged in activities involving contact with prospective employers on the Reservation shall be responsible for informing such prospective employers of their obligations under these Regulations.

1.3 Submission of Compliance Plans

Each entity, contractor, or subcontractor intending to engage in business activity on the Reservation, prior to the time

it commences work on the Reservation, must submit a contracting, subcontracting, employment, and/or training plan to the TERO.

(a) Employment and Training Plan

No new employer may commence work on the Reservation until it has met with the TERO and developed an acceptable plan for meeting its obligations under these Regulations. The information submitted to the TERO shall show the number of man-hours, by craft and skill category, needed on the project. The employer shall also identify permanent and key employees (see subsection 2.1(b) of these Regulations) and shall provide all data needed by the TERO to verify those employees.

(b) Contracting and Subcontracting Plan

(1) The plan shall indicate all contracts and subcontracts that will be entered into on the Reservation by such entity and the projected dollar amounts thereof. If the entity has already selected a firm to perform any contract or subcontract work, it shall list the name of that firm and indicate whether or not it is a certified firm. If it is not a certified firm, the entity shall further indicate why each certified firm, if any, registered with the TERO that was technically qualified to perform the work was not selected and the name of the contact person at each certified firm with which the entity dealt. No authorization to commence work on the Reservation shall be granted to any firm which submits a plan indicating that less than 100% of all contracts and subcontracts shall be awarded to certified firms unless the entity can

demonstrate that for each contract or subcontract it proposes to award to a non-certified firm there was no certified firm that was technically qualified and available to perform the work at a reasonable price. To make such a demonstration the entity must show, at a minimum, that it interviewed all Indian firms listed on the TERO's register in that area of endeavor and that:

(A) There was no certified firm in that area of endeavor; or

(B) The ones that were available were rejected because they lacked the necessary technical qualifications; or

(C) Those certified firms that were technically qualified were unreasonable as to price.

(2) No entity shall deviate from its plan in a manner that will diminish the percentage of contracting or subcontracting of certified firms without obtaining the prior written approval of the TERO.

(3) The TERO shall have the right to inspect the records of any entity to ensure that a plan is complied with.

(4) No entity shall circumvent the requirements of these Regulations by hiring non-Indians and designating them as employees rather than as contractors or subcontractors.

PART 2.

INDIAN PREFERENCE IN EMPLOYMENT AND TRAINING

2.1 Hiring

(a) Tribal Hiring Hall

(1) An employer may recruit and hire workers from whatever sources are available to him and by whatever process he so chooses, provided that he may not employ a non-Indian until he has given the Hopi Tribal Employment Rights Office 72 hours to locate and refer a qualified Indian. However, in cases where a worker is needed in a shorter period of time, the employer may so request and said request shall be granted so long as the employer can demonstrate that need exists.

(2) Any non-Indian worker found to be employed in a job which was not first cleared through this hiring hall procedure shall be subject to summary removal from the job by the TERO, and the employer shall, after a hearing as provided for in these Regulations, be subject to such sanctions as are provided for in these Regulations.

(b) Permanent and Key Employees

Prior to commencing work on the Hopi Reservation, a prospective employer and all subcontractors shall identify regular, permanent employees. Such employees may be employed on the project whether or not they are Indian. A regular, permanent employee is one who is and has been on the employer's or subcontractor's annual payroll, or is an owner of the firm, as against one who is hired on a project-by-project basis. The fact

that an employee had worked for the employer on previous projects shall not qualify that employee as a regular, permanent employee; provided, that exceptions for superintendents and other key personnel may be granted by the TERO Director on a case-by-case basis. Any employer or subcontractor which fills vacant employment positions in its organization immediately prior to undertaking work pursuant to a contract to take place on the Reservation shall set forth evidence acceptable to the TERO Director that its actions were not intended to circumvent these requirements.

(c) Termination

No Indian worker shall be terminated so long as a non-Indian worker in the same craft is still employed. The non-Indian shall be terminated first, so long as the Indian meets the threshold qualifications for the job. Further, if the employer lays off by crews, qualified Indians shall be transferred to crews that will be retained, so long as there are non-Indians in the same craft employed on the crews that are to be retained.

(d) Unions

(1) An employer or subcontractor who has a collective bargaining agreement with one or more labor unions must obtain written agreement from said unions indicating that they will comply with these Indian preference requirements. Specifically, the contractor may make initial job referral requests to the union. However, if the union does not have a qualified Indian worker on any of its out-of-work lists, the union shall contact

the TERO. If the TERO can identify a qualified Indian worker, that worker shall be referred through the union hiring hall to the job site. The union may not refer a non-Indian until it has so contacted the TERO.

(2) No Indian worker shall be required to travel to a site off the Reservation to be processed by the union hiring hall. Such processing shall be done on the Reservation or by phone or mail.

(3) Any Indian worker who does not wish to become a member of the union shall be granted a temporary permit for the duration of the project. Said worker shall pay all union dues but shall not be required to pay an initiation fee.

2.2 Training

All employers, as requested by the TERO, shall participate in training programs to assist Indians become qualified in the various job classifications used by the employer. Employers engaged in construction shall participate in the Tribe's BAT certified training program. All trainees or apprentices shall be Indian. Where an employer is not presently participating in a union apprenticeship program, the Tribe shall make a best effort to bear the costs of such training programs but employers may also be required to bear part of the cost. Employers with collective bargaining agreements with unions may use union apprenticeship programs, so long as they obtain agreement from the unions to use only Indian apprentices on the project.

2.3 Job Qualifications, Personnel Requirements and Religious Accommodation

An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Indians and which are not required by business necessity. The burden shall be on the TERO to demonstrate that a criterion or personnel requirement is a barrier to Indian employment. The burden will then be on the employer to demonstrate that such ~~criterion or~~ requirement is required by business necessity. If the employer fails to meet this burden, he will be required to eliminate the criterion or personnel requirement at issue. Employers shall also make reasonable accommodation to the religious beliefs of Indian workers. In implementing these requirements, the TERO shall be guided by the principles established by the EEOC Guidelines, particularly 29 CFR Parts 1604 through 1607. However, the TERO reserves the right to go beyond the EEOC principles in order to address employment barriers that are unique to Indians.

Where the TERO and employer are unable to reach agreement on the matters covered in this section, a hearing shall be held, as provided for in these Regulations. The TERO Director shall make a determination on the issues and shall order such actions as he deems necessary to bring the employer into compliance with this section. The employer may appeal the decision of the TERO Director under the procedures provided for in Part 5 of these Regulations.

2.4 Promotion

The employer shall give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities. For all supervisory positions filled by non-Indians, the employer shall file a report with the TERO stating which Indians, if any, applied for the job, the reasons why they were not given the job, and what efforts were made to inform Indian workers about the opportunity.

2.5 Summer Students

Indians shall be given preference in the hiring of summer student help. The employer shall make every effort to promote after-school, summer, and vacation employment for Indian youth.

2.6 Retaliation

No employer shall punish, terminate, harass, or otherwise retaliate against any employee or other person who has exercised his or her rights under the TERO Ordinance or has assisted another to do so. Further, any employer who harasses or abuses an employee of the TERO who is carrying out official duties under this Ordinance shall be summarily removed from the Reservation. An employer shall be responsible for the actions of all of its employees, supervisory or otherwise, and for the actions of its subcontractors and their employees in regard to the prohibitions in this section.

2.7 Counseling and Support Programs

The TERO, in conjunction with other tribal and Federal offices, will provide counseling and other support services to Indians employed by covered employers to assist such Indians retain employment. Employers shall be required to cooperate with such counseling and support services.