



**DR. BUU NYGREN** *PRESIDENT*  
**RICHELLE MONTOYA** *VICE PRESIDENT*

**The Navajo Nation | Yideeskáądi Nitsáhákees**

June 23, 2023

SENTINEL TECHNOLOGIES, INC  
2550 WARRENVILLE ROAD  
DOWNERS GROVE, IL 60515

ATTENTION: CASSONDRA TAYLOR, VP OF COMPLAINACE

REFERENCE: 164 Review 020508/Contract

Dear Cassandra:

Attached please find your copy of the approved Contract (CO15994) with the Navajo Nation Division of General Services. The Contract has been awarded in the amount of \$1,045,078.00. The term of the contract will commence on January 03, 2023, and expires December 31, 2026.

The above contract number must be referenced on all invoices, documents, and correspondence as it relates to this contract.

Should you have any questions, please contact Angelo James at 928-871-6520.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darlene Begay".

Darlene Begay, Senior Accountant  
OOC – Contract Administration

xc: Angelo James, Navajo Nation DGS  
Joseph Kaulaity, CA/Navajo Nation Office of the Controller  
Contract Folder: CO15994



## SERVICES CONTRACT

### ATTACHMENT A- Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereinafter called the "NATION" and Sentinel Technologies, Inc., hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning January 3, 2023, and ending December 31, 2026.
2. **Scope of Work.** The CONSULTANT agrees to perform the services described in ATTACHMENT B - Scope of Work ("Scope of Work"). Any changes to the Scope of Work must be agreed to by the PARTIES through a formal Modification of the Contract pursuant to Paragraph 13 below.
3. **Compensation.** The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$ 1,045,078.00, as per EXHIBIT A – Accounting Codes and Budget, to include the Navajo Nation and local government sales tax amounts described in Paragraph 18, below, for work performed within the territorial jurisdiction of the NATION.
4. **Authorized Representative.** The CONSULTANT shall work with the Department of Information Technology (*Contracting Program*), and its Authorized Representative, Royetta Woodie, Director of IT, in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the CONSULTANT. Only the Authorized Representative or someone formally delegated by the Authorized Representative may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Contract Number.** Contract Number C-\_\_\_\_\_ shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the NATION is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to CONSULTANT, nor shall the NATION be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the CONSULTANT'S work and services under this Contract shall be and will remain the property of the NATION. The NATION may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The CONSULTANT agrees that the NATION may, at reasonable times, inspect the part of the plant or place of business of the CONSULTANT that is related to the performance of this Contract; and CONSULTANT further agrees that the NATION may, at reasonable times and places, inspect and audit the CONSULTANT'S books and records to the extent that such books and records relate to the performance of this Contract. The CONSULTANT shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, CONSULTANT agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the NATION may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the NATION may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the CONSULTANT'S final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

*Insert the NATION'S and the CONSULTANT'S contact and contact information:*

Royetta Woodie, Director of IT  
Department of Information Technology  
P.O. Box 5970  
Window Rock, AZ 86515  
(928) 871-6010 or 6520

Cassandra Taylor  
Sentinel Technologies, Inc  
2550 Warrenton Road  
Downers Grove, IL 60515  
(480) 897-5924

**NOTE:** The final invoice will be due within thirty (30) days after the Contract ends.

12. **Indemnification.** The CONSULTANT agrees to hold harmless and indemnify the NATION against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the NATION or to the extent they result from the negligence of NATION officials or employees as provided for and in accordance with 1 N.N.C. §§551 *et seq.*
13. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If a cost-based selection method, such as the submission and evaluation of bids, was used to procure this Contract, any amendment to increase this Contract that exceeds twenty percent (20%) of the original accepted bid amount shall be handled pursuant to 2 N.N.C. §223(F).

14. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through negotiation between the **PARTIES** under the laws of the **NATION**. If negotiation does not resolve the dispute, the **NATION** may pursue legal action. Nothing herein shall be construed as a waiver of the **NATION'S** sovereign immunity.
15. **Termination.** The **NATION** may terminate this Contract at any time upon ten (10) days advance written notice to the **CONSULTANT**, in the event that: (a) the **NATION**, in its sole discretion, determines the **CONSULTANT'S** work or services provided are not satisfactory; (b) the **CONSULTANT** fails to submit reports and other documents as requested by the **NATION** within defined time schedules to the satisfaction of the **NATION**; (c) the **CONSULTANT** fails to submit verification of invoices to the **NATION** for payment to the satisfaction of the **NATION**; (d) the **CONSULTANT** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract.
16. **Applicable Law and Jurisdiction.** The **CONSULTANT** shall comply with all Navajo Nation laws, as they may be amended from time to time, including, but not limited to, the Navajo Business and Procurement Act, 12 N.N.C. §§1501 *et seq.*, the Navajo Preference in Employment Act, 15 N.N.C. §§601 *et seq.*, the Navajo Nation Business Opportunity Act, 5 N.N.C. §§201 *et seq.*, the Navajo Nation Corporation Act, 5 N.N.C. §§3101 *et seq.*, the Navajo Nation Limited Liability Company Act, 5 N.N.C. §§3600 *et seq.*, and the Navajo Uniform Commercial Code, 5A N.N.C. §§1-101 *et seq.*, and applicable regulations. The **CONSULTANT** agrees to be subject to the jurisdiction of Navajo Nation courts and tribunals.
17. **Pre-Contract Costs.** Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to by the **PARTIES** may be paid under this Contract.
18. **Navajo Nation Taxes.** The **CONSULTANT** shall comply with all applicable Navajo Nation tax laws under Title 24 of the Navajo Nation Code and corresponding regulations. The **CONSULTANT** is subject to and shall be liable for payment of the Navajo Nation Sales Tax, at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 *et seq.*, and the Navajo Nation Sales Tax Regulations §§6.101 *et seq.*, as amended from time to time, except that work performed within the To'Nanees'Dizi Local Government ("Tuba City Chapter") or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the **CONSULTANT** is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 *et seq.*

The **CONSULTANT** shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The **NATION** shall withhold from each payment to the **CONSULTANT** the applicable Navajo Nation Sales Tax and/or local sales tax due from the total invoice amount associated with work performed within the Navajo Nation and/or within governance-certified chapters that impose a local sales tax (excluding Tuba City Chapter and Kayenta Township). The amount withheld reflects the Navajo Nation Sales Tax and/or local sales tax due on such invoice amounts. The **NATION** shall transfer the withheld amount to the Office of the Navajo Tax Commission as payment of the Navajo Nation Sales Tax and/or local sales tax on behalf of the **CONSULTANT**. The **CONSULTANT** will then indicate on the quarterly tax return or returns required for the Navajo Nation Sales Tax and/or local sales tax that this amount

has been previously withheld and paid to the Office of the Navajo Tax Commission. It is hereby acknowledged that the **NATION** withholding amounts pursuant to this section in no way removes responsibility from the **CONSULTANT** as a taxpayer for timely filing of tax returns and timely payment of any other amounts, which may be owed for taxes.


The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To'Nanees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The **CONSULTANT** is subject to the Kayenta Township Sales Tax on gross receipts for all work performed within the Kayenta Township pursuant to the Kayenta Township Tax Ordinances, as may be amended from time to time, and shall pay the sales tax directly to the Kayenta Township. The **NATION** shall not withhold this portion of the tax that is directly payable to Tuba City Chapter or Kayenta Township.

The **CONSULTANT** is solely responsible for the payment of all applicable taxes.

19. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, *et seq.* or the Navajo Nation Procurement Act, 12 N.N.C. §§301, *et seq.*, the **CONSULTANT** is not legally able to enter into this Contract, and this Contract shall be null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed as provided by applicable Navajo Nation laws.
20. **Insurance Coverage.** The **CONSULTANT** shall obtain and maintain adequate insurance coverage as recommended and verified by the Navajo Nation Risk Management Program ("RMP") for the entire term of the Contract. The insurance coverage shall name the **NATION** as an additional insured as specified by the RMP, and the **CONSULTANT** shall notify the contracting program and the RMP, c/o The Navajo Nation, P.O. Box 1690, Window Rock, Arizona 86515 within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit C – Certificate of Insurance**, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.
21. **Conflicting and Additional Terms.** Any additional terms and conditions of the **CONSULTANT** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONSULTANT'S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

#### SIGNATURES OF THE CONTRACT


For the Consultant:

  
Cassandra Taylor  
Sentinel Technologies, Inc  
2550 Warrenville Road  
Downers Grove, IL 60515

Date

4/26/23

For The Navajo Nation:

  
Dr. Buu Nygrom, President  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515

Date

JUN 22 2023

**SERVICES CONTRACT**

**ATTACHMENT B – Scope of Work (include timeframe)**

FIRM NAME	<u>Sentinel Technologies, Inc.</u>
ADDRESS	<u>2550 Warrenville Road</u>
	<u>Downers Grove, Il 60515</u>
TELEPHONE NO.	<u>(480) 897-5924</u>

## SCOPE OF WORK:

A Data Security Platform will be implemented with the ability to scan and analyze sensitive data, monitor access to AD, network file shares, servers, Microsoft 365/Azure, and modification of files. At-risk data will be identified, and alerts will be provided for abnormal activity.

The Data Security Platform implementation will include the following:

1. A certified project manager will oversee the project communications, resources, scheduling, coordination, and ensure project success.
2. Locate and analyze excessive access to AD and NTFS permissions
3. Identify owners of network file shares
4. Centralize administration of network file shares / SharePoint sites
5. Record all file opens, creates, deletes, modifies, moves, username, file impacted, path, move location, activity time
6. Classify and tag data that appears to be PCI data (Payment Card Industry compliance), personally identifiable information (PII) or HIPAA
7. Discover and report on where stale data is living (7+ years)
8. Regular Expression searching ability through files within file shares will be implemented
9. Simplify compliance from a data perspective (automate reporting)
10. Reduce risk of having this sensitive information on file servers / SharePoint sites
11. Classify data based upon extension type, (.png, .doc, etc.)
12. Inspection of files that contain data to locate potential PCI or PII
13. Understand repercussions of mass security changes in NTFS or security groups
14. Log access to file shares and present this information in simplified manner
15. Provide alerts based on UBA and Machine Learning anomalies
16. Provide alerts based on malicious activity (i.e. mass data encryption)
17. Provide quarterly business reviews to create a proactive approach to security
18. Provide behavior analytics on Admin, Executive and Service accounts behaving abnormally
19. Provide behavior analytics on Admin, Executive and Service accounts accessing abnormal sensitive data
20. Provide alerts for activity indicating the presence of ransomware
21. Provide a method to tag or associate a user as an "owner" of a data object or group
22. Provide on demand and scheduled reports to assigned owners about their data objects and groups, including permissions, access activity, access statistics, and permissions changes
23. Provide an interactive, graphical view of users with permissions to access data objects (Folder, SharePoint site, SharePoint Online, OneDrive, Exchange, File Shares etc.)
24. Provide report on classification results including number of matches per file by rule
25. Provide options to identify locations with inconsistent ACLs at any depth in the directory tree such as where permissions inheritance is not known or not propagating correctly from parent to subfolders
26. Leverage file access auditing information to determine global group usage, and automatically create new security groups and assign active users to those groups
27. Automatically commit newly created security groups, and remove the global access groups from the file system ACLs automatically, anywhere in the directory tree, so access is maintained during the remediation
28. Will be implemented remotely
29. Items that need to be applied:

DADS-2501-4000OS	DatAdvantage for Directory Services On-prem subscription for 3000 Users for 48 Months	3000
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DAW-2501-4000OS	DatAdvantage for Windows Onprem subscription for 3000 Users for 48 Months	3000
DASP-2501-4000OS	DatAdvantage for SharePoint Onprem subscription for 3000 Users for 48 Months	3000
DCF-2501-4000OS	Data Classification Framework for Windows and SharePoint Onprem subscription for 3000 Users for 48 Months	3000
DLS-2501-4000OS	DatAlert Suite On-prem subscription for 3000 Users for 48 Months	3000
CL-1-5OS	2 Collector On-prem subscription for 48 Months	2

**Timeline:**

2 weeks

## Scope of Work

### Implementation – Varonis provided by Varonis

The following reflects the details of the Professional Services engagement between Varonis and Navajo Nation ("you"):

This SOW covers up to 5 of professional service days (40 hours).

Sizing requirements are listed within Exhibit A included herein (the "**Sizing Requirements**") are essential for the operation of Varonis' software and to allow Varonis to provide the services listed below.

The table of services listed within Exhibit B included herein (the "**Table of Services**") describes the general estimated outline of the expected services to be rendered pursuant to this SOW. You are purchasing a fixed number of professional services days/hours (as listed above and in Exhibit B) which may be utilized during the defined terms of this SOW (as listed below) towards the services outlined in the Table of Services or towards other tasks as mutually agreed by the parties, all as time permits.

Please review and confirm that the terms, details and information included in this email are accurate and acceptable. If it is not accurate or acceptable, please notify us via email within two (2) business days of receipt of this message.

Once the terms, details and information above has been confirmed by all parties, we will assign a Professional Services Engineer to provide to the services described herein.

***The service days described in this email will be provided remotely on a Time & Materials basis as specified above. If onsite services are required, then a Full countersigned SOW will need to be created for these services.***

**The breakdown of Business Hours is as follows:**

**Business Hours:** 9:00 AM to 6:00 PM, North America (EST/EDT), Monday through Friday, excluding local Holidays.

**After Hours:** Any time other than regular business hours or Holidays.

One (1) day is equal to eight (8) hours of work. On site work is not offered as any part of this SOW.

After hours work will be billed at a rate of double time. Double time is defined as two (2) times the hourly rate. All remote work, not including phone and email communication, will be billed in two (2) hour increments. Phone/email will be billed in thirty (30) minute increments.

## SCOPE OF WORK

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All indicated engagement durations are estimates only. Regular status updates will be provided so that budgetary impacts may be monitored as work progresses.

If you wish to reschedule Services from any date(s), you must provide Varonis with written notice thereof no less than three (3) business days before the originally scheduled date(s). If you reschedule Services with less than three (3) business days of notice, you shall be charged a penalty of service hours equal to half the amount of time cancelled.

Please note, this SOW will commence as of 05 June 2023 and will continue until 22 September 2023.

Services purchased by Licensee, pursuant to the terms of this SOW, shall be deemed provided by Varonis within 6 months from the purchase of such Services, unless otherwise agreed in writing between the parties. You agree that Varonis' liability hereunder for any damages which you or any third party may suffer shall in no event exceed the amount of service fees paid by you to Varonis. Varonis shall not be liable to you or any third party for any special, consequential, punitive, incidental or indirect damages. The services are subject to the terms of the Varonis Professional Services Principles which were referenced in your purchase confirmation.

### **Exhibit A Sizing Requirements**

## SCOPE OF WORK

**PENDING SIZING - This SOW is not executable until Sizing is complete. Sizing Design is REQUIRED for execution.**

**Exhibit B  
Table of Services**

<b>Phase</b>	<b>Tasks</b>
Project Planning and Design	<ul style="list-style-type: none"><li>• Hold kick-off meeting</li><li>• Includes: review SOW scope, review business needs, and confirm resources assigned</li><li>• Review environment architecture and hardware recommendations per sizing document</li></ul>
Pre Health-Check	<ul style="list-style-type: none"><li>• Carry out a health check of the system</li><li>• Document the status of the health check</li></ul>
DatAdvantage Product Installation	<ul style="list-style-type: none"><li>• Check and report on the required prerequisites</li><li>• Install all Applicable Product(s)</li><li>• Install all collectors as specified in sizing</li><li>• Onboard servers to collectors as Specified in Sizing as Monitored Servers</li><li>• Carry out a health check of the system</li></ul>
DatAdvantage Optimization & Reporting	<ul style="list-style-type: none"><li>• Optimize configuration per business needs</li><li>• Assist with reporting and ownership detection</li></ul>
Data Classification Engine Optimization	<ul style="list-style-type: none"><li>• Provide Data Classification Engine Optimization Sessions During the Duration of The Project</li><li>• Include Sensitive Data Rule Tweak, and Reduce False Positives reviews</li></ul>
DatAlert Suite Optimization (as time permits)	<ul style="list-style-type: none"><li>• Confirm Appropriate DatAlert Rules are enabled</li><li>• Review and Refine Privileged Accounts</li><li>• Provide DLS Operational Sessions During the Duration of The Project</li><li>• Includes: Health Checks, Threat Model Tweak, and Reduce False Positives</li></ul>

## SCOPE OF WORK

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Phase	Tasks
	<ul style="list-style-type: none"><li>• Provide best practices to assist with the creation of the customers own incident response plan</li></ul>
Final Health Check	<ul style="list-style-type: none"><li>• Carry out a health check of the system</li><li>• Document the status of the health check</li></ul>
Project Closure	<ul style="list-style-type: none"><li>• Present closing engagement summary</li></ul>
Total Number of Hours	40 Hours

### Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.

## SCOPE OF WORK

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- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management, and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.





## Navajo Nation Department of IT Varonis

**Presented By:**  
 Ron Bodie  
 Director of Sales  
 Sentinel Technologies, Inc.  
 (480) 897-5924  
[rbodie@sentinel.com](mailto:rbodie@sentinel.com)

**Architect:**  
 Mark Combs / Kathy Petrella  
 Nat'l Director of Ent. Architecture  
 Sentinel Technologies, Inc.  
 (224) 388-7972  
[mcombs@sentinel.com](mailto:mcombs@sentinel.com)

### Professional Services

		<b>Extended Price</b>	
Professional Services	\$	12,462.96	
<b>Hardware and Software Total</b>	<b>\$</b>	<b>12,462.96</b>	

**Solution Subscriptions** - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancellation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

		<b>Terms &amp; Price</b>	
<b>Software Subscriptions</b>			
<i>Initial Term</i>		48 Months	
<i>Requested Start Date</i>		Upon order	
<i>Billing Model</i>		Prepaid	
<i>Renewal Term</i>		N/A	
<b>Initial Term Subscriptions Sub-Total:</b>	<b>\$</b>	<b>1,032,615.04</b>	
<b>Subscriptions Total</b>	<b>\$</b>	<b>1,032,615.04</b>	

**Total Project** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		<b>Extended Price</b>	
Professional Services	\$	12,462.96	
Solution Subscriptions	\$	1,032,615.04	
<b>Project Total</b>	<b>\$</b>	<b>1,045,078.00</b>	

**\*Quote is valid until 05/31/2023**

*Plus applicable tax, shipping & handling*

\*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.





## Navajo Nation Department of IT

Professional Services				
Description	Qty	Unit Price	Ext Price	Special Notes
40 Professional Services-PS (1 hour)	40	\$ 255.00	\$ 10,200.00	
PM	1	\$ 2,262.96	\$ 2,262.96	
<b>Hardware and Software Sub-Total:</b>			<b>\$12,462.96</b>	



Navajo Nation Department of IT

Software Subscriptions							
Description	Qty	Unit Price	Ext Price	Initial Term	Requested Start Date	Billing Model	Renewal Term
DatAdvantage for Directory Services On-prem subscription	3000	\$ 71.79	\$ 215,370.00	48 Months	Upon order	Prepaid	N/A
DatAdvantage for Windows Onprem subscription	3000	\$ 71.79	\$ 215,370.00	48 Months	Upon order	Prepaid	N/A
DatAdvantage for SharePoint Onprem subscription	3000	\$ 71.79	\$ 215,370.00	48 Months	Upon order	Prepaid	N/A
Data Classification Framework for Windows and SharePoint Onprem subscription	3000	\$ 50.87	\$ 152,610.00	48 Months	Upon order	Prepaid	N/A
DatAlert Suite On-prem subscription	3000	\$ 70.64	\$ 211,920.00	48 Months	Upon order	Prepaid	N/A
2 Collector License	2	\$ 10,987.52	\$ 21,975.04	48 Months	Upon order	Prepaid	N/A
			<b>Initial Term Subscriptions Sub-Total:</b>	<b>\$1,032,615.04</b>			

**COST PROPOSAL - PRICING**

**Cost Proposal - Pricing**

**Navajo Nation Department of IT  
Varonis**

**Presented By:**  
 Ron Bodie  
 Director of Sales  
 Sentinel Technologies, Inc.  
 (480) 897-5924  
[rbodie@sentinel.com](mailto:rbodie@sentinel.com)

**Architect:**  
 Mark Combs / Kathy Petrella  
 National Director of Enterprise Architecture  
 Sentinel Technologies, Inc.  
 224-388-7972  
[mcombs@sentinel.com](mailto:mcombs@sentinel.com)

**Hardware and Software**

		<b>Extended Price</b>
Professional Services	\$	12,240.00
<b>Hardware and Software Total</b>	\$	<b>12,240.00</b>

**Solution Subscriptions** - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

		<b>Terms &amp; Price</b>
<b>Software Subscriptions</b>		
<i>Initial Term</i>		<i>48 Months</i>
<i>Requested Start Date</i>		<i>Upon order</i>
<i>Billing Model</i>		<i>Prepaid</i>
<i>Renewal Term</i>		<i>N/A</i>
<b>Initial Term Subscriptions Sub-Total:</b>	<b>\$</b>	<b>1,107,742.58</b>
<b>Subscriptions Total</b>	<b>\$</b>	<b>1,107,742.58</b>

**Total Project** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		<b>Extended Price</b>
Hardware and Software	\$	12,240.00
Solution Subscriptions	\$	1,107,742.58
<b>Project Total</b>	<b>\$</b>	<b>1,119,982.58</b>

\*Quote is valid until 04/21/2023

*Plus applicable tax, shipping & handling*

\*Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

**COST PROPOSAL - PRICING**

**PROFESSIONAL SERVICES**

Professional Services				
Description	Qty	Unit Price	Est Price	Special Notes
40 Professional Services-PS (1 hour)	40	\$ 255.00	\$ 10,200.00	
PM	1	\$ 2,040.00	\$ 2,040.00	
<b>Hardware and Software Sub-Total:</b>				<b>\$12,240.00</b>

**SOFTWARE SUBSCRIPTIONS**

Software Subscriptions							
Description	Qty	Unit Price	Est Price	Initial Term	Requested Start Date	Billing Model	Renewal Term
DataAdvantage for Directory Services On-prem subscription	3000	\$ 76.55	\$ 229,650.00	48 Months	Upon order	Prepaid	N/A
DataAdvantage for Windows On-prem subscription	3000	\$ 76.55	\$ 229,650.00	48 Months	Upon order	Prepaid	N/A
DataAdvantage for SharePoint On-prem subscription	3000	\$ 76.55	\$ 229,650.00	48 Months	Upon order	Prepaid	N/A
Data Classification Framework for Windows and SharePoint On-prem subscription	3000	\$ 55.11	\$ 165,330.00	48 Months	Upon order	Prepaid	N/A
DataAlert Suite On-prem subscription	3000	\$ 76.55	\$ 229,650.00	48 Months	Upon order	Prepaid	N/A
2 Collector License	2	\$ 11,906.29	\$ 23,812.58	48 Months	Upon order	Prepaid	N/A
<b>Initial Term Subscriptions Sub-Total:</b>						<b>\$1,107,742.58</b>	

**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

FIRM NAME	<u>Sentinel Technologies, Inc.</u>
ADDRESS	<u>2550 Warrenville Road</u>
	<u>Downers Grove, Il 60515</u>
TELEPHONE NO.	<u>(480) 897-5924</u>

**FOR INTERNAL GUIDANCE ONLY - Include in this section:**

1. Consultant's current resume. If Consultant is a firm, use the resume of the primary responsible party,
2. Signed Navajo Nation Certification Regarding Debarment and Suspension,
3. Completed and signed W-9 Form, and
4. Any other credentials that are relevant to the work in this contract.

## SSAE 16 SOC 2, Type II Attestation

Standing at the apex of Sentinel's myriad awards, honors and certifications is its SSAE 16 Service Organization Control (SOC) 2, Type II Attestation which has been undertaken annually by the nationally-renowned auditing firm Plante Moran, PLLC for the past three years. The SOC 2, Type II attestation is the highest and most rigorous in the SSAE 16 portfolio of audits, evaluating Controls and Processes that encompass the Five Trust Service Principles of Security, Availability, Processing Integrity, Confidentiality and Privacy.

Why should this matter to you? The SSAE 16 attestation provides independent validation and assurance that Sentinel is in compliance with best practices regarding items of critical importance to you -- security, confidentiality, data protection, project management and IT strategic solutions, to name a few. If you are seeking consulting or services support for your IT environment, the SOC 2, Type II attestation should be one of the most important factors in your evaluation.



The SSAE 16 Attestation is a standard that was created by the American Institute of Certified Public Accountants (AICPA) in 2010 to replace the SAS 70 certification process, and expand reporting to the effectiveness of a service organization's controls relating to operations and compliance.

## Letter of Transmittal

For more than 35 years, Sentinel Technologies has been recognized as a premier business technology services provider dedicated to delivering the highest quality Customer service and support. Even as our services have spanned generations of technology, Sentinel has stayed at the forefront of IT developments and maintained a singular focus on providing practical and innovative solutions. With single-source accountability, Sentinel processes and teams can efficiently address a range of IT needs - from end-to-end solutions to targeted applications. Our proven success has allowed us to expand from our original charter of providing technology maintenance services to our current standing as one of the leading IT services and solutions provider in the U.S.

Sentinel provides our Customers with the complete solution: vision, design, product, implementation, documentation, and support. With ten offices across the country including our Tempe AZ office, we service our customers both nationally and internationally. By aligning with many of today's global technology leaders including Cisco, Microsoft, EMC, and VMware, Sentinel solutions achieve tangible results.

Not only does Sentinel maintain leading industry certifications and expertise, we have also been attested under SOC II which provides standards for reporting on controls at service organizations, essentially replacing Statement on Auditing Standards no. 70, simply known as SAS 70.

For over 10 years, Sentinel has been providing IT solutions to many tribal gaming operations throughout Arizona and New Mexico. These projects include both new facility construction and modifications to existing gaming facilities and upgrading solutions. Sentinel has a strong history of working with our customers to deploy and support many solutions including Duo, voice, wireless, switching, routing and security solutions.

A confidential, detailed list of references is available upon request.

Sentinel's Enterprise Project Management Organization has a large core of PMP certified project managers who work with our Customer and the assigned Sentinel technical project team to ensure we deliver on our promise. Our PM's have the professional certification and a strong technical background necessary to provide the management and guidance required to keep projects on time and on budget. Sentinel's EPMO utilizes tools such as Microsoft SharePoint Portal and Organizational Project Management Maturity Model (OPM3) along with basic blocking and tackling around issues like defects, root cause analysis and risk mitigation to deliver optimum result.

Across our nearly 400 full time engineers, Sentinel makes substantial investments in keeping the training of our technical, sales and design team members up to date. We possess hundreds of vendor technical certifications and continuous technical education and training is a way of life. This ensures we have the technical and business expertise to deliver on our promise. Please see the section "Expertise and Reliability of Key Personnel" for our staffing resources and experience levels, both individually and from a company perspective.

When it comes to achieving a tangible ROI and sustainable performance from your IT environment, Sentinel stands apart.

At Sentinel Technologies, our strategy is to partner with the best in the industry. We then obtain the highest level of solution specialization available from these key partners.

**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

FIRM NAME	<u>Sentinel Technologies, Inc.</u>
ADDRESS	<u>2550 Warrenville Road</u>
	<u>Downers Grove, IL 60515</u>
TELEPHONE NO.	<u>(480) 897-5924</u>

**FOR INTERNAL GUIDANCE ONLY - Include in this section:**

1. The Consultant's Certificate(s) of Insurance, and
2. The Risk Management Program's (RMP) signed Memorandum which indicates that this particular Certificate of Insurance meets RMP's minimum insurance requirements.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GCG Risk Management Consultants LLC 410 North Michigan Avenue 12th Floor Chicago IL 60611	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (312) 642-1000 FAX (A/C, No): E-MAIL ADDRESS: Certs@alperservices.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Sentinel Technologies, Inc. 2550 Warrenville Road Downers Grove IL 60515	<b>INSURER A:</b> The Phoenix Insurance Company NAIC # 25623	
	<b>INSURER B:</b> Travelers Property Casualty Company of America 25674	
	<b>INSURER C:</b> The Travelers Indemnity Company of CT 25658	
	<b>INSURER D:</b> The Charter Oak Fire Insurance Company 25615	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 22-23 Master      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse/Molestation Limit \$1,000,000/Ded \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	630-6S529605	09/29/2022	09/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp: 1000 <input checked="" type="checkbox"/> Coll: 1000	Y	Y	810-6S532775	09/29/2022	09/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6S602272	09/29/2022	09/29/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	UB-6S53151A	09/29/2022	09/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Tech E&O/Cyber Liability			ZPL-16P12767	09/29/2022	09/29/2023	Limit 10,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Navajo Nation Department of IT is included as Additional Insured as respect to General and Auto Liability when required by written contract per policy forms. This insurance is Primary, Non-Contributory in favor of the Additional Insureds. Waiver of Subrogation applies in favor of the Additional Insureds as respect to General and Auto Liability and Workers Compensation as required by written contract per policy forms.

**CERTIFICATE HOLDER****CANCELLATION**

Navajo Nation Department of IT Tribal Hill Drive Building #2498 Window Rock, AZ 86515	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Navajo Nation Certification Regarding Debarment and Suspension

**NAVAJO NATION CERTIFICATION  
Regarding Debarment, Suspension, and  
Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
  - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
  - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
  - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
  - D. Violated contract provisions, including:
    - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
    - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
    - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

NAVAJO NATION CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Ron Bodie

Applicant Name

Sentinel Technologies, Inc

Applicant Address

1241 W Warner Rd, Suite 112

Applicant Address

Tempe, AZ 85284

Applicant Address

Cassandra Taylor

Name of individual signing on Applicant's behalf (print)

VP of Compliance National IT Solutions

Title of individual signing on Applicant's behalf



Signature of individual signing on Applicant's behalf

3/24/2023

Date

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Sentinel Technologies, Inc.**

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

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

- Individual/sole proprietor or single-member LLC
- C Corporation     S Corporation     Partnership     Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶ \_\_\_\_\_

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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

**2550 Warrenville Road**

6 City, state, and ZIP code

**Downers Grove, IL 60515**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

OR

Employer identification number									
3	6	-	3	1	9	9	1	8	2

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶



CFO

Date ▶

01-03-2023

## 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](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.