

# THE NAVAJO NATION

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JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



July 7, 2022

SENTINEL TECHNOLOGIES INC.  
2550 WARRENVILLE ROAD  
DOWNS GROVE, ILLINOIS 60515

ATTENTION: CASSONDRA TAYLOR

REFERENCE: 164 Review 018748/Agreement

Dear Cassandra:

Attached please find your copy of the approved Agreement (CO15408) with the Navajo Nation Department of Information Technology (DIT). The Agreement has been awarded in the amount of \$104,346.40. The term of the Agreement will commence June 13, 2022 and expires on June 13, 2023.

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 Royetta Woodie at 928-871-6520.

Sincerely,

A handwritten signature in blue ink that reads "J. Ben".

Jeremy Ben, Accounting Manager  
OOC – Contract Administration

xc: Royetta Woodie, Navajo Nation DIT  
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller-Fiscal Recovery Fund  
Contract Folder: CO15408



## 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 June 13, 2022, and ending June 13, 2023.
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 \$ 104,346.40, 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:

<i>Insert the NATION'S and the CONSULTANT'S contact and contact information:</i>	
Royetta Woodie, Director of IT	Cassandra Taylor
Department of Information Technology	Sentinel Technologies, Inc
P.O. Box 5970	2550 Warrenville Road
Window Rock, AZ 86515	Downers Grove, Il 60515
(928) 871-6010 or 6520	(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  
Cassandra Taylor  
Sentinel Technologies, Inc.  
2550 Warrenville Road  
Downers Grove, IL 60515

6/6/2022 | 1:11 PM CDT  
Date

**For The Navajo Nation:**

Jonathan Nez 06-22-22  
Jonathan Nez, President Date  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Arizona 86515

**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>

## SECTION II

### A. BACKGROUND

The Navajo Nation Department of Information Technology (NNDIT) within the Division of General Services is responsible for in Data Center located in Window Rock, AZ. NNDIT administering, managing, and planning for the Information Technology and activities for the Navajo Nation governmental offices.

### B. SCOPE OF WORK:

The scope of this contract for Multi-Factor Authentication service includes the following:

1. Provide a certified project manager to oversee the project communications, resources, scheduling, coordination, and ensure project success.
2. Perform detailed discovery of existing on-premise Microsoft Active Directory, Exchange with Outlook client/Outlook Web Access, Palo Alto VPN, other public facing services regarding multifactor authentication integration with Duo MFA.
3. Deploy and configure Duo MFA and integrate with MS Active Directory and integrate Duo with the Applications below:
  - a. Active Directory Federated Services (ADFS)
  - b. Outlook Web Access to On-premise Exchange 2019.
  - c. Palo Alto Global Protect VPN for remote user
  - d. Remote Desktop administrator logins to Windows Servers
  - e. Other public facing services
4. Provide methodology and documentation for users to download and install Duo Mobile app on their smart mobile devices.
5. Install and configure Duo Hardware Tokens and provide to Customer for distribution.
6. Collaborate with Customer to test and verify Duo MFA authentication.
7. Provide as-built configuration documentation and basic administrator knowledge transfer to customer.
8. 1-year subscription Multi-Factor Authentication cost
9. Consultation costs

Part Number	Description	Qty
	<b>Duo Hardware Tokens &amp; Duo licensing 12-month term</b>	
DUO-TOKEN-10PACK	Hardware tokens for use with a Cisco Duo subscription	10
DUO-TOKEN	A hardware token used with a Duo subscription	100
DUO-SUB	Cisco Duo subscription	1
DUO-MFA	Standard Cisco Duo MFA edition – 12 months	2800
SVS-DUO-SUP-B	Cisco Duo Basic Support	1
DUO-TLPHNY-1K	Increments of 1,000 telephony credits for any edition – 12 months	100
DUO-SUBACCT	A separate Cisco Duo child account linked to the main acct	1



**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

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

**ACCOUNTING CODES**

<u>Account Number</u>		<u>Account Name</u>	<u>Item Totals</u>
<u>112009</u>	- <u>4210</u>	<u>Non-Capital Equipment</u>	<u>\$ 2,131.00</u>
<u>112009</u>	- <u>4210</u>	<u>NN Tax</u>	<u>\$ 127.86</u>
<u>112009</u>	- <u>4440</u>	<u>Non-Capital Computer Software</u>	<u>\$ 44,868.66</u>
<u>K211517</u>	- <u>4440</u>	<u>Non-Capital Computer Software</u>	<u>\$ 23,615.34</u>
<u>112009</u>	- <u>4440</u>	<u>NN Tax</u>	<u>\$ 4,109.04</u>
<u>112009</u>	- <u>6530</u>	<u>Consulting - Fees</u>	<u>\$ 27,825.00</u>
<u>112009</u>	- <u>6530</u>	<u>NN Tax</u>	<u>\$ 1,669.50</u>
<b>TOTAL CONSULTANT FEES AND EXPENSES:</b>			<b>\$ 104,346.40</b>

**COST BREAKDOWN**

**ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.**  
**The detailed budget total must match the totals above and the totals on Page 1 of the**

Contract. \$ 29,494.50 -*Cost Estimate-Fees*

<u>\$ 175.00</u> per hour x <u>159.00</u> work hours (80 hours onsite)for the Navajo Nation:	<u>\$ 27,825.00</u>
<u>6</u> % Navajo Nation tax on fees for work within the Navajo Nation:	<u>\$ 1,669.50</u>
<i>Total Fees:</i>	<u>\$ 29,494.50</u>

**-Cost Estimate-Expenses**

*Airfare, per diam, rental car, and travel expense:*

*Total Expenses/Fees:* \$ 29,494.50

**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.

**Verify that all of your Illinois Business Authorization information is correct.**

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Naperville (DuPage)  
DuPage County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

This site is not a permanent location and is one you indicated could change. We have pre-printed the correct tax rate for this location on your return. You must contact us if you make sales from a different location.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**SENTINEL TECHNOLOGIES INC**

Loc. Code: 022-0018-1-000 - CL

**Naperville (DuPage)  
DuPage County**

**2550 WARRENVILLE RD  
DOWNERS GROVE IL 60515-1723**

**Certificate of Registration**

Expiration Date: **9/30/2022**

Sales and use taxes and fees (1623-8702)

ILLINOIS REVENUE  
*[Signature]*  
Director

OFFICIAL DOCUMENT

Issued Date: **08/02/2021**

**NAVAJO NATION CERTIFICATION  
Regarding Debarment and  
Suspension**

Applicant acknowledges that to the best of his/her knowledge that their company and principal participants on this contract:

1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

1241 W. Warner Road, Suite 112

Tempe, AZ 85284

Name & Signature of Applicant

Cassandra Taylor

Type or Print Name

DocuSigned by:

Cassandra Taylor

4/27/2022 | 4:00 PM CDT

Signature

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.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>SENTINEL TECHNOLOGIES, INC.</i></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> 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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>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.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <i>2530 WARRENVILLE ROAD</i></p> <p><b>6</b> City, state, and ZIP code <i>DOWNERS GROVE, IL 60515</i></p> <p><b>7</b> List account number(s) here (optional)</p> <p style="text-align: right; font-size: small;">Requester's name and address (optional)</p>
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**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				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;">36</td> <td style="width: 25%;">-3199</td> <td style="width: 25%;">182</td> <td style="width: 25%;"></td> </tr> </table>	36	-3199	182	
36	-3199	182		

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	CFO	Date ▶ <i>01-06-2022</i>
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### 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-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.*

**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)

05/24/2022

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/Alper Services 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													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : The Travelers Indemnity Company	25658	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
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INSURER F :														
<b>INSURED</b> Sentinel Technologies, Inc. 2550 Warrenville Road Downers Grove IL 60515														

**COVERAGES**      **CERTIFICATE NUMBER:** 21-22 Certs      **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 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:			630-6S529605	09/29/2021	09/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<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			630-6S529605	09/29/2021	09/29/2022	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6S602272	09/29/2021	09/29/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
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		N/A	UB-6S53151A	09/29/2021	09/29/2022	<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	09/29/2021	09/29/2022	Limit 10,000,000

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

**CERTIFICATE HOLDER**

The Navajo Nation  
 P.O. Box 5970  
 Window Rock, AZ 86515

**CANCELLATION**

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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# THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT    MYRON LIZER | VICE PRESIDENT

## M E M O R A N D U M

TO            Angelo James, Information Security Officer  
                 Department of Information Technology (DIT)  
                 DIVISION OF GENERAL SERVICES

FROM          
                 Shawnevan Dale, Program Supervisor II  
                 Risk Management Program

DATE         May 25, 2022

SUBJECT     INSURANCE MINIMUMS – PSC 2022 Sentinel Technologies, Inc.

Our office is in receipt of the above referenced document for review. Review focused primarily on the scope of work, Professional Services Contract and the Certificate of Insurance. After further review, the Risk Management Program has the following comments:

1. The Navajo Nation should require the following minimum insurance requirements:
  - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
  - b. **The Navajo Nation shall be named as additional insured for general liability coverage only.**
2. Additionally, the Navajo Nation should require the contractor to carry Network Security & Privacy or Technology Errors & Omissions coverage with limits no less than \$1,000,000 per claim, \$2,000,000 aggregate. This coverage should be on a claims made basis and the retro date should be no later than the start date of the project/agreement.
3. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
4. The contractor **has met** the recommended insurance minimums.

If you have any questions, please feel free to contact me at extension 6335.

cc:        Arita M. Yazzie, Advocate, Department of Justice



**SERVICES CONTRACT**

**ADDENDUM A – Consultant Terms & Conditions**

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