



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

The Navajo Nation | Yideeskáadi Nitsáhákees

January 11, 2023

NAVAJO TECHNOLOGY SERVICES
P.O. BOX 576
WINDOW ROCK, ARIZONA 86515

ATTENTION: VERNON LIVINGSTON, PRESIDENT

REFERENCE: 164 Review 019656/Contract

Dear Vernon:

Attached please find your copy of the approved Contract (CO15802) with the Navajo Nation Fiscal Recovery Fund (FRF) Office. The contract has been awarded in the amount of \$14,782.09. The contract is effective December 1, 2022 and expires on September 30, 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 Lisa Jymm at 928-309-5532.

Sincerely,

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

Jeremy Ben, Accounting Manager
OOC – Contract Administration

xc: Lisa Jymm, Navajo Nation FRF Office
Merlin Johnson, Contract Accounting/Navajo Nation Office of the Controller
Contract Folder: CO15802

**FORM 1
(ADMINISTRATIVE PURPOSES ONLY)**

**SERVICES CONTRACT BETWEEN
THE NAVAJO NATION AND**

Navajo Technology Services

Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)

P.O. Box 576 Window Rock, AZ 86515

Consultant's physical address, state and zip code

928-551-5555

Consultant's telephone number

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING December 1, 2022
ENDING September 30, 2023

PAYMENTS TO BE MADE FROM:

Account: <u>K211501</u>	<u>Subtotal</u>	Consulting Fees:	<u>\$ 13,728.40</u>
Account: <u>K211501</u>	<u>NN Tax</u>	Tax:	<u>\$ 823.70</u>
Account: <u>K211501</u>	<u>Shipping</u>	Shipping:	<u>\$ 229.99</u>
Account: _____	-	Non Capital Equipment:	_____
Account: _____	-	Tax:	_____
Account: _____	-		_____
Account: _____	-	Software Support:	_____
Account: _____	-	Tax:	_____
Account: _____	-	Consulting Fees:	_____
Account: _____	-	Tax:	_____
Account: _____	-	Supplies:	_____
Account: _____	-	Tax:	_____
Account: _____	-	Training:	_____
Account: _____	-	Tax:	_____
Account: _____	-	Travel:	_____

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ _____
UNDER THE TERMS AND CONDITIONS OUTLINED IN: \$ 14,782.09

- ATTACHMENT A – Mutual Promises and Agreements
- ATTACHMENT B – Scope of Work
- ATTACHMENT C - Consultant's Additional Terms and Conditions

- EXHIBITS: EXHIBIT A – Accounting Codes and Budget
EXHIBIT B – Consultant Credentials
EXHIBIT C – Certificate of Insurance

Employer's Identification No.: 47-3126759

or _____ *this number must match Form W-9*

Consultant's Social Security No.: _____

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 Navajo Technology Services, 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 December 1, 2022, and ending September 30, 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 \$ 14782.09, 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 NN Broadband Office (*Contracting Program*), and its Authorized Representative, Sonia Nez, Department Manager, 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>	
<u>Navajo Broadband Office</u>	<u>Navajo Technology Services</u>
<u>Attention: Sonia Nez</u>	<u>Attention: Vernon Livingston</u>
<u>PO Box 9000</u>	<u>P.O. Box 576</u>
<u>Window Rock AZ 86515</u>	<u>Window Rock, AZ 86515</u>
<u>928-871-6311</u>	<u>928-551-5555</u>

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:



Vernon Livingston
Navajo Technology Services
P.O. Box 576
Window Rock AZ 86515

6/28/2022
Date

For The Navajo Nation:



Branch Chief
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

01-03-23
Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME	<u>Navajo Technology Services</u>
ADDRESS	<u>P.O. Box 576</u>
	<u>Window Rock AZ 86515</u>
TELEPHONE NO.	<u>928-551-5555</u>

NAVAJO BROADBAND OFFICE

Camera Install



NAVAJO
T **TECHNOLOGY**
S **SERVICES**

Proposal Prepared by

Vernon Livingston, President

VL@navajo-msp.com

58 Highway 265, Suite 11B

Window Rock, AZ 86515-0576

Office: 928-871-2868

Fax: 928-871-2871

Priority 1 – 1021-8792

DUNS – 117087660

ERATE SPIN - 143053134



PO Box 576, Window Rock, AZ 86515
www.navajotechnologyservices.com
(928) 871-2871

Page

NTS Professional Services (SOW)

9

1. Camera Installation
2. Cabling – 16 drops



PO Box 576, Window Rock, AZ 86515
www.navajotechnologyservices.com
(928) 871-2871

NTS Professional Services (SOW)

Location: Navajo Broadband Office
1575 DState Hwy 264,
Tse Bonito NM, 87301

Number of Cameras: 4

Number of Access Controls: 1

1. Camera Installation and Cabling

Exterior Outdoor Fisheye Camera – East side of Building - Facing East

Includes cabling, mounting, termination, configuration, testing and maintenance.

Exterior Outdoor Fisheye Camera – West side of Building - Facing West

Includes cabling, mounting, termination, configuration, testing and maintenance.

Outdoor Camera – Facing Front entrance

Includes cabling, mounting, termination, configuration, testing and maintenance.

Outdoor Camera – Facing Rear Entrance

Includes cabling, mounting, termination, configuration, testing and maintenance.

Access Door Control – Installation on entrance door, shared between Broadband office and Subway for share bathroom access.

Includes cabling, mounting, termination, configuration, testing and maintenance.

Ubiquiti POE switch will be utilized to power all POE Verkada IP Cameras and access control equipment. Install and configure.

2. Cat6 Cabling

Proper placement of Cabling equipment and hardware installation.

Cable Management and Cable drop installations.

Install Wall Jacks for 16 workstation drops. Utilizing the following hardware, Cat6 Cabling, jhooks, Velcro straps, keystone jacks and gangs.

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME Navajo Technology Services
 ADDRESS P.O. Box 576
Window Rock, AZ 86515
 TELEPHONE NO. 928-551-555

ACCOUNTING CODES

<u>Account Number</u>		<u>Account Name</u>	<u>Item Totals</u>
K211501	- 4210	Non-Cap Furniture & Equipment	\$ 6,686.88
K211501	- 4230	Non-Cap Computer & Equipment	\$ 219.00
K211501	- 4420	General Operating Supplies	\$ 622.52
K211501	- 4440	Non-Cap Computer Software	\$ 4,201.00
K211501	- 4450	Postage, Courier, Shipping	\$ 229.99
K211501	- 6530	Consulting Fees	\$ 1,999.00
K211501	- 4210	NN Taxes	\$ 823.70
_____	- _____	_____	_____
_____	- _____	_____	_____
_____	- _____	_____	_____
_____	- _____	_____	_____
_____	- _____	_____	_____
_____	- _____	_____	_____
_____	- _____	_____	_____
_____	- _____	_____	_____
_____	- _____	_____	_____
_____	- _____	_____	_____

TOTAL CONSULTANT FEES AND EXPENSES: \$ 14,782.09

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.

 -*Cost Estimate-Fees*

 per hour x work hours (400 hours onsite, 1122.82 remote) for the Navajo Nation: _____

6 % Navajo Nation tax on fees for work within the Navajo Nation: _____

\$ 0.00

 -*Cost Estimate-Expenses*

Airfare, per diem, rental car, and travel expense: _____

Materials, supplies, and goods: AutoCAD NICET Drawings

Total Expenses/Fees: \$ 0.00

Navajo Technology Services,
 Incorporated
 PO Box 576
 Window Rock, AZ 86515 US
 +1 9285515555
 vl@navajo-msp.com
 www.navajo-msp.com

Quote 1333
 NNBBO LightVolt.



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Navajo Nation Fiscal Recovery Fund C/O Shirlene Johnson 1575D State HWYH 264 Tse Bonito, NM 87319	NN Property WHSE C/O NNBBO SNEZ Navajo Route 12 Ft Defiance, AZ 86504	07/12/2022	\$14,782.09	11/30/2022

TERMS
 Net 30

DESCRIPTION	QTY	RATE	AMOUNT
CM41-30E-HW CM41-E Outdoor Mini Dome Camera, 128GB, 30 Days Max	2	669.00	1,338.00T
CF81-30E-HW CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max	2	1,329.00	2,658.00T
ACC-MNT-3 L-Bracket Mount	2	89.00	178.00T
LIC-4Y Camera License	4	659.00	2,636.00T
AD32-HW AD32 Multi-format Card Reader	4	199.00	796.00T
AC41-HW AC41 4 Door Controller	1	1,259.00	1,259.00T
LIC-AC-4Y Door License	1	769.00	769.00T
Tripp Lite 12U Wall Mount Rack Enclosure Server Cabinet Side Mount Wallmount - Rack - cabinet - wall mountable - black - 12U - 19"	1	749.00	749.00T
Cable Matters UL Listed Rackmount or Wall Mount 48 Port Network Patch Panel (Cat6 Patch Panel / RJ45 Patch Panel)	1	89.00	89.00T
Ubiquiti UniFi Switch Lite 8 PoE 8-Port Gigabit Switch with 4 PoE+ 802.3at Ports (USW-Lite-8-PoE)	1	219.00	219.00T
CAT6 Ethernet Cable, 1000ft, 23AWG Solid Bare Copper, Unshielded Twisted Pairs(UTP), 550MHz, ETL Listed &CMR Riser Rated, Indoor, Bulk Ethernet Cable, Pull Box -Blue	2	219.00	438.00T
Keystone jacks, 2 Port Wall Plate, 2 Gang 16 Drops	16	14.99	239.84T
2 in. J Hook Cable Support	45	3.69	166.05T
4' x 4' Communication Board	1	49.00	49.00T
Cat 6 Ethernet Cable 1.5 ft 18-Inch	48	1.99	95.52T
1' x 2" Conduit and Bracket	1	49.99	49.99T
Installation	1	1,999.00	1,999.00T

Thank You for buying Navajo! Ahéhee'

Navajo Priority 1 Vendor - 1021-8792
DUNS: 117087660
AZ Entity ID: 1992554 AZ CC
ERate SPIN: 143053134

SUBTOTAL	13,728.40
TAX	823.70
SHIPPING	229.99

Delays can be expected due to COVID-19

TOTAL	\$14,782.09
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THANK YOU.

Accepted By

Accepted Date

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME	<u>Navajo Technology Services</u>
ADDRESS	<u>P.O. Box 576</u> <u>Window Rock AZ 86515</u>
TELEPHONE NO.	<u>928-551-5555</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.



**NAVAJO
TECHNOLOGY
SERVICES INC**

WWW.NAVAJOTECHNOLOGYSERVICES.COM

BUSINESS OVERVIEW

Small Business
Minority Business
Navajo Owned Business
Navajo Priority 1 Certified

NN PRIORITY 1 - 1021-8792
UEID: JLRCWELZ56E8
SPIN ID: 143053134

NAICS CODES

334111	541513
334118	541990
423430	611420
541511	811212
541512	811213

PARTNERSHIPS

HP
DELL
LENOVO
ADOBE
VERKADA
ZOOM
ZORO PRODUCTS
FORTINET
SUMMIT RS, INC
EMSISOFT

CONTACT INFO

ADDRESS:
Highway 264 & Route 12
Suite 11B - PMB 576
Window Rock, AZ 86515
(928) 871-2871

INFO@navajo-msp.com

CAPABILITY STATEMENT

EXECUTIVE SUMMARY

Navajo Technology Services (NTS) is a technology managed services provider in the areas of Information Technology, Highway, Telecommunications and Health Technology. NTS can manage all of your technology needs in the areas of computers, servers, hand-held devices, communication equipment, highway equipment and personal protective equipment. NTS not only resales hardware (infrastructure) but, can also manage, troubleshoot, and install the equipment. NTS can provide training and consulting as a service to meet your needs.

SERVICES & SOLUTIONS

- IT network & infrastructure assessment
- IT Refresh for computers & servers
- PPE Reseller
- IT Equipment and Peripherals Reseller
- Utility Hardware Reseller
- Cost Estimations for Equipment
- Project Management
- Broadband Consulting
- Local Navajo Nation On-Call Desktop & Laptop Services
- Category 2 Service Provider
- Internet Service Provider

KEY DIFFERENTIATIONS

- 12 years of Information Technology Experience
- Strong past performance
- Clear pricing and multi-vendor relationships to control cost
- Focused on Information Technology inclusion.
- Tribal Knowledge of Procurement and Processes

CLIENTS

GOV'T CLIENTS

I.H.S. ALASKA
I.H.S. SOUTH DAKOTA

NON GOVERNMENT

HTE REALTY
EB CONSULTING
MCCABE CPA GROUP

TRIBAL CLIENTS

NN DEPARTMENT OF TRANSPORTATION
NN DEPARTMENT OF PUBLIC SAFETY
NN OFFICE OF LEGISLATIVE SERVICES
NAVAJO HOUSING AUTHORITY
NAVAJO TRIBAL UTILITY AUTHORITY
NAVAJO CHAPTER HOUSES

School Institution Clients

St. Michaels Special Education
St. Michaels Indian School

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

September 27, 2022

BRD-22-0417
Vernon Livingston
Navajo Technology Services, Inc.
P.O. Box 594
Window Rock, AZ 86515

Dear Mr. Livingston:

Thank you for your letter wherein you applied for certification with the Navajo Business Opportunity Program under the Business Regulatory Department. The Business Regulatory Department has determined that your company has met all criteria to qualify for Navajo Business Preference.

Your company is hereby certified as a **100% Navajo/Indian-owned firm**, as **Priority #1** in the specialize area(s) of **Professional Services – Provide Technology Managed Professional Services consulting (Setup, Installation Maintenance) for all your I.T. needs. Areas of knowledge include telecommunication technology, transportation technology, health technology, and other technologies. Setup and Installation of Software(s) and training.** Your assigned Certification Number is **0922-8792** effective **October 1, 2022** and expiring on **September 30, 2023**. Please be aware that your business preference applies only to your specialized area(s).

In order to retain valid certification or recertification eligibility, you are hereby required by the Business Regulatory Department to provide detailed and accurate information disclosing any and all changes in the Entity's financial, organizational and/or operational status as previously disclosed to the Business Regulatory Department, including ownership, location, management, control or any other business affairs which may affect your business' eligibility for certification or recertification for any Navajo Business Preference Priority.

If you have any questions, please contact the Business Regulatory Department at (928) 871-6714 or you may also email me @ mkcheremiah@navajo-nsn.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Notah C. Silversmith".

Notah C. Silversmith, Department Manager I
Business Regulatory Department
DIVISION OF ECONOMIC DEVELOPMENT

cc:BRD/DED

The Navajo Nation

Contract and Purchase Certification Certificate of Eligibility

Certificate No. 0922-8792



NAVAJO TECHNOLOGY SERVICES INC. - PROFESSIONAL SERVICES - Provide Technology Managed Professional Services consulting (Setup, Installation Maintenance) for all your I.T. needs. Areas of knowledge include telecommunication technology, transportation technology, health technology, and other technologies. Setup and Installation of Software(s) and training.

Priority No. 1

TO ALL PERSONS DOING BUSINESS ON THE NAVAJO NATION:

The above named entity is hereby certified, in accordance with the Navajo Business Opportunity Act, Title 5, Chapter 2, § 204 (A) (1) & (2), as a Navajo or Indian Owned Business and being duly certified with this Office, shall be afforded all economic opportunities pursuant to the Navajo Nation Council Resolution CAP-37-02.

A certified business entity is one owned by an Enrolled Member of the Navajo/Other Indian Tribe and is at least 51% or more Navajo/Indian owned and controlled.

ONE HUNDRED (100%)

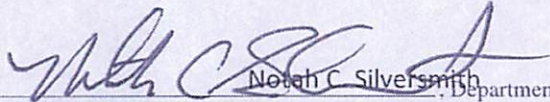
PERCENTAGE OF BUSINESS OWNERSHIP

10/1/2022

DATE OF CERTIFICATION

9/30/2023

EXPIRATION DATE


Notah C. Silversmith, Department Manager
Business Regulatory Department
Division of Economic Development

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, 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.

Vernon Livingston

Applicant Name

58 Highway 264

Applicant Address

Suite 11B - PMB 576

Applicant Address

Window Rock AZ 86515

Applicant Address

Vernon Livingston

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

President, Managing Member

Title of individual signing on Applicant's behalf

Vernon Livingston

Signature of individual signing on Applicant's behalf

August 22, 2022

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 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Vernon Livingston	
2 Business name/disregarded entity name, if different from above Navajo Technology Services	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 576	Requester's name and address (optional)
6 City, state, and ZIP code Window Rock, AZ 86515	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. 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>					<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%; text-align: center;">4</td> <td style="width: 25%; text-align: center;">7</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">3</td> </tr> </table>	4	7	-	3	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">1</td> <td style="width: 25%; text-align: center;">2</td> <td style="width: 25%; text-align: center;">6</td> <td style="width: 25%; text-align: center;">7</td> </tr> </table>	1	2	6	7
4	7	-	3						
1	2	6	7						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Vernon Livingston</i>	Date ▶ <i>1/3/2022</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.

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.

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME	<u>Navajo Technology Services</u>
ADDRESS	<u>P.O. Box 576</u>
	<u>Window Rock AZ 86515</u>
TELEPHONE NO.	<u>928-551-5555</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.


THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

MEMORANDUM

TO : Sonia A. Nez, Department Manager
Navajo Nation Broadband Office

FROM: 
Shawnevan Dale, Program Supervisor II
Risk Management Program

DATE : October 27, 2022

SUBJECT: **INSURANCE MINIMUMS**– Doc. No. 019656 – Navajo Technology Services, LLC.

Our office is in receipt of the above document for review. Review focused primarily on the Service Contract and certificate of insurance provided. After further review, the Risk Management Program (NNRMP) has the following comments:

1. The Navajo Nation requires the following minimum insurance requirements:
 - a. Errors and Omissions coverage with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - b. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
 - c. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
 - d. Workers' Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - e. **The Navajo Nation shall be named as additional insured for general and auto liability coverages only.**
2. All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
3. The contractor **has met** the minimum insurance requirements.

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

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2022

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).

PRODUCER COVERHOUND INSURANCE SOLUTIONS - CONSOLIDATION 5655 LINDERO CANYONRD420 WESTLAKE VILLAGE CA 91362	CONTACT NAME: Chubb Customer Service Center	
	PHONE (A/C, No, Ext): 866-972-2727 FAX (A/C, No): E-MAIL ADDRESS: ChubbCSC@Chubb.com	
INSURED NAVAJO TECHNOLOGY SERVICES LLC PO BOX 576 Window Rock AZ 86515	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ace Property And Casualty Insurance Company	20699
	INSURER B: Bankers Standard Insurance Company	18279
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TECAZD952778091X	02/19/2022	02/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TECAZD952778091X	02/19/2022	02/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Occurrence/Aggregate \$ Incl w/in GL Limits
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7178-6034	02/19/2022	02/19/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. The Navajo Nation is listed as **ADDITIONAL INSURED** – Owners, Lessees, Contractors - Scheduled Person or Organization, as per the terms and conditions of the Endorsement (BP 04 50, or its equivalent) and a **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Endorsement (BP 04 97, or its equivalent) included in the BOP policy. Along with a Blanket **WAIVER OF OUR RIGHT TO RECOVER** (WC 00 03 13) included in the Workers Compensation policy.

CERTIFICATE HOLDER**CANCELLATION**

The Navajo Nation PO Box 1690 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 <i>Timothy Frost</i>
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Document No. 019656

Date Issued: 10/25/2022

SECTION 164 REVIEW FORM

Title of Document: Navajo Technology Services, Inc. Contact Name: NEZ, SONIA A

Program/Division: DIVISION OF GENERAL SERVICES

Email: sonianez@navajo-nsn.gov Phone Number: (928)349-5153

Division Director Approval for 164A: _____

Check document category; only submit to category reviewers. Each reviewer has a maximum 7 working days, except Business Regulatory Department which has 2 days, to review and determine whether the document(s) are sufficient or insufficient. If deemed insufficient, a memorandum explaining the insufficiency of the document(s) is required.

Section 164(A) Final approval rests with Legislative Standing Committee(s) or Council

<input type="checkbox"/>	Statement of Policy or Positive Law:		Sufficient	Insufficient
	1. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)			
	1. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

Section 164(B) Final approval rests with the President of the Navajo Nation

<input type="checkbox"/>	Grant/Funding Agreement or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Subcontract/Contract expending or receiving funds or amendment:			
	1. Division: <u>Dept. of HH</u>	Date: <u>28 OCT 22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. BRD: <u>John C. S.</u>	Date: <u>10/31/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. OMB: <u>CMS - see memo</u>	Date: <u>11/15/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	4. OOC: <u>see memo 12/7/22</u>	Date: <u>12.8.2022</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. OAG: <u>[Signature]</u>	Date: <u>1/22/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. OPVP: <u>[Signature]</u>	Date: <u>12/30/2022</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M.O.A. or Letter of Assurance expending or receiving funds or amendment:			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OMB: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	3. OOC: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	4. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

FIRM NAME : Navajo Technology Services, Inc.
ADDRESS : P.O. Box 576
Window Rock, AZ 86515
TELEPHONE NO.: (928) 551-5555

**DIVISION OF ECONOMIC DEVELOPMENT
BUSINESS REGULATORY DEPARTMENT**

NAVAJO BUSINESS OPPORTUNITY CLEARANCE

X I certify that the above named person or firm is certified Navajo or Other Indian Owned Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.

 I certify that the above named person or firm is not certified as a Navajo or Other Indian Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.

 No certified Navajo or Other Indian Firm available for contract performance.


X Attached contract has been let out for bid in accordance with all Tribal Contract Laws - Navajo Business Opportunity Act (5 N.N.C §201 et seq.), Navajo Nation Procurement Code (12 N.N.C. §301 et seq.) and Title Two (2 N.N.C §223). (Invitation to Bid and Bid Results attached). **See Comments Below.**

X This proposed contract is in compliance with applicable Navajo Business Opportunity Act (5 N.N.C §201 et seq.). **See Comments Below.**


Signature

Department Manager I
Title

10/31/22
Date

Reviewed by: A.Wauneka 
Staff/Business Regulatory Department

Date: 10/28/22

COMMENTS (If Any): Document is a Small Purchase Procurement (12 NNC §333). No need for formal advertisement for this type of procurement method. Selection of certified entity is in compliance with the NBOA & OK for signature. AW