

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



April 22, 2022

BUILDING NATIONS LLC
P.O. BOX 2434
WINDOW ROCK, ARIZONA 86515

ATTENTION: FREDERICK K. WHITE, OWNER

REFERENCE: 164 Review 017930/Services Contract

Dear Frederick:

Attached please find your copy of the approved Services Contract (CO15267) with the Navajo Nation Division of Economic Development. The contract has been awarded in the amount of \$29,043,574.00. The contract effective date is January 1, 2022 and ends September 30, 2022.

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 JT Willie at 928-871-6544.

Sincerely,

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

Jeremy Ben, Accounting Manager
OOC – Contract Administration

xc: JT Willie, Navajo Nation Division of Economic Development
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller
Contract Folder: CO15267

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

SERVICES CONTRACT BETWEEN

THE NAVAJO NATION
AND
BUILDING NATIONS, L.L.C.
P.O. Box 2434 Window Rock, Arizona 86515
(505) 409-1913

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING January 1, 2022
ENDING September 30, 2022

PAYMENTS TO BE MADE FROM:

Account: <u>K211516-6530</u>	Fees:	\$ <u>350,000.00</u>
Account: <u>K211516-6530</u>	Taxes:	\$ <u>21,000.00</u>
Account: <u>K211516-6540</u>	Expenses:	\$ <u>2,489,000.00</u>
Account: <u>K211516-8095</u>	Other Public Assistance:	\$ <u>26,183,574.00</u>
TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED:		\$ <u>29,043,574.00</u>

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

ATTACHMENT A – Mutual Promises and Agreements
ATTACHMENT B – Scope of Work

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

Employer's Identification No.: 47-3590478
or _____ *this number must match Form W-9*
Consultant's Social Security No.: _____

NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE-PRESIDENT
POST OFFICE BOX 7440 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-7000 · FAX: (928) 871-4025

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 BUILDING NATIONS, L.L.C., 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 1, 2022, and ending September 30, 2022.
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 \$ 29,043,574.00, 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 NN Division of Economic Development and its Authorized Representative, JT Willie Executive Director, 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:

<u>J.T. Willie, Executive Director</u>	<u>Frederick H. White</u>
<u>Navajo Nation</u>	<u>Partner/Chief Executive Officer</u>
<u>Division of Economic Development</u>	<u>BUILDING NATIONS, L.L.C.</u>
<u>P.O. Box 663</u>	<u>P.O. Box 2434</u>
<u>Window Rock, AZ 86515</u>	<u>Window Rock, AZ 86515</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:



Frederick H. White
Partner/Chief Executive Officer
BUILDING NATIONS, LLC
P.O. Box 2434
Window Rock, AZ 86515

12/21/21
Date

For The Navajo Nation:



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

04.14.2022
Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME BUILDING NATIONS, L.L.C.
ADDRESS P.O. Box 2434
Window Rock, Arizona 86515
TELEPHONE NO. (505) 409-1913

SEE ATTACHED - Scope of Work

SERVICES CONTRACT
Between
THE NAVAJO NATION and BUILDING NATIONS LLC
ATTACHMENT B –SCOPE OF WORK

Building Nations LLC ("**Building Nations**"), a 100% Navajo owned and staffed company, is pleased to submit this proposal to administer the Artisan and Small Business Relief Grant Program (the "**Program**") established by the Navajo Nation (the "**Nation**") under the Division of Economic Development (the "**DED**"). Building Nations' approach to the project is both business and family friendly, and intended to facilitate the distributions of financial relief to qualified artisans and small businesses in a manner consistent with the goals of the Program and in compliance with applicable laws.

The Navajo Nation has been challenged with the negative and detrimental impacts of the Covid 19 pandemic as have other parts of the World. These impacts include the loss of Navajo family members who have died, closure of Navajo businesses and loss of jobs, resulting in many hardships experienced by our Navajo people.

Fortunately, since March of 2020, the Navajo Nation and Federal government have initiated support toward addressing the harsh impacts of the Pandemic. One of the Federal relief programs established where the Navajo Nation participated is the CARES Act funding of over \$700 million. These funds were necessary to assist the Navajo Nation with relief including basic necessities such as water, disinfectants, groceries and many other items. Included in the relief was the economic relief needed by many across the United States and the World.

The DED is mandated to provide support the development of the economy including various sectors of businesses. The Division is in need of assistance to help the over 2,000 Navajo businesses within the Navajo Nation through economic relief grants that did not receive funding through the original round of business relief grants. This work needs to be done in such a way to insure clients can be serviced according to the public needs of our Navajo families in a safe, healthy and protective environment with the threat of Covid 19 impacts.

The Program is intended to provide economic relief to Navajo artisans and Navajo owned small businesses. The funds are provided by the Navajo Nation and made available to the Nation through the American Rescue Plan Act ("**ARPA**") of the United States. We understand that approximately \$26,000,000 of available funding is provided under the Program to cover (i) relief grants and (ii) Program administrative expenses.

Key objectives of the proposed services are, under the direction of the Director of the DED, to:

Collaborate with and assist DED staff to identify eligible Navajo artisans and small businesses and complete the distribution of business relief grant awards by September 30, 2022.

Ensure the records of the Program are sufficient to demonstrate compliance with audit guidelines applicable to ARPA funding.

Develop a database of small Navajo business owners and prepare a profile of the Navajo small business industry.

Scope

For new applicants of Relief Grants that did not receive funding under the first round of business relief grants:

Building Nations shall have provided the following scope of services in coordination with and under the direction of the Director and staff of the DED:

Define the Program Criteria

Define procedures for approving applicants for relief grants, including the amount of the relief grant.

Define the target grant recipients.

Develop a checklist of criteria and rating scale of metrics, as appropriate, to evaluate all applications on a consistent basis.

Obtain DED approval of:

Criteria and rating metrics.

All applicants recommended for relief grants.

Operations

Assist DED staff to assemble applicant information and documents (i.e. financial/business accounting statements, balance sheets, tax returns) into files and an electronic database to facilitate rapid access, spot checking and audit procedures.

Ensure Program funds are secure in segregated account at a regulated banking or custodial financial institution.

Establish procedures to distribute payment of relief grants to verified eligible applicants.

Develop internal financial controls to govern the disbursement of relief grants and payment of expenses.

Establish accounting systems to facilitate error identification/correction, data mining, fraud identification and audits by the Navajo Nation.

Conduct training sessions with designated members of DED staff to train such staff in the use of the application processing online platform and database.

Outreach

Implement a comprehensive outreach program to potential applicants utilizing a variety of media (i.e. radio, print, online, social media, as necessary) and communication strategies (i.e. announcements at chapter meetings) to promote the Program in locations where the target artisans and small businesses are highly likely to receive such information.

Assist designated DED staff to assist potential applicants to navigate the application process.

Evaluate Applications

Review applications for completeness, including financial information (i.e. financial statements or tax records), answers to questions, necessary documents (i.e. Certificate of Indian Blood).

Evaluate whether applicant financial information conforms to generally accepted accounting principles (GAAP) and Federal American Rescue Plan Act laws.

Discuss any prior applications with DED staff as needed to clarify any questions.

Compare applications to Program eligibility criteria (Navajo Nation relief grant legislation) and applicable standards (i.e. ARP Act, CARES Act, Treasury Department).

Conduct reasonable due diligence of information and documents provided to assess authenticity and performing calculations, if necessary, to compare to eligibility metrics as determined by the Navajo Nation.

Testing the documentation of expenses and revenues that the grant applicants have provided.

Provide DED with lists of applicants that meet the Program criteria and rating metrics for final approval.

Report suspected fraud to the DED.

Assist designated DED staff to assist applicants to complete the application process.

Assist designated DED staff to assist applicants to register with the DED's Business Regulatory Department, if applicable and requested by applicant.

Updates

Provide weekly written updates to the DED and in-person (including video conferences) updates as requested by DED. Suggested schedule:

Weekly written and in-person updates for the first 9 weeks.

For the remaining Program period:

Weekly written updates.

Monthly in-person updates.

Provide monthly updates, at a minimum, on the Program website and social media platforms to provide the public with a status update of the Program.

Provide regular updates to relief grant applications regarding the status of their application.

Advertising

Leverage the marketing, announcement and communications program/platform used by the DED for prior relief funding programs to the extent possible.

Develop new communication tools, as needed, to maximize public awareness of the program.

Reports

Prepare and deliver a financial report within 30 days following the completion of the Program. The report shall include:

List of all relief grant recipients and amount of each grant.

Summary of Program expenses.

Reconciliation to bank records.

Report of artisans and small businesses report within 30 days following the completion of the Program. The report shall include:

List of all applicants and brief descriptions of their businesses.

An electronic database of all information and records collected from Program applicants.

List of applicants that were denied and reason for denial.

Key Dates for Scope Activities and Deliverables

Activity Category	Activity Start Date	Activity End Date	Number of Days	Activity/Deliverable
Contracting/Funding	8/1/21	12/31/21	152	Proposal consideration and scope discussions.
Contracting/Funding	1/1/22		1	Anticipated Navajo Nation contract approval.
Contracting/Funding	1/15/22		1	Anticipated Navajo Nation contract funding.
Program Design	1/1/22	1/16/22	16	Hold in-person (or Zoom) kickoff meeting with DED to discuss the preliminary Program plan.
Program Design	1/17/22	1/31/22	15	Provide Nation with preliminary Program details (i.e. evaluation & approval criteria) for approval.
Program Design	2/1/22	2/13/22	12	Refine the Program plan to include DED input.
Program Design	2/28/22		1	Obtain DED approval for Program plan.
Planning & Set Up	1/1/22	2/14/22	45	Initial operational planning and execution: Build and train back office team; commence public outreach; assemble accounting, social media, application platform and database systems.
Promo & Outreach	1/31/22	2/28/22	29	Initial promotional outreach: Announce update of the Program and rough timelines to the public.
Planning & Set Up	1/31/22	2/28/22	28	Field operational planning and execution: Train & coordinate with DED outreach team.
Promo & Outreach	3/1/22	9/30/22	213	Conduct community-level outreach activities to educate the public regarding the Program, and to attract grant applicants.
Application Review	7/1/22		1	End of grant application period.
Application Review	2/14/22	8/15/22	182	Assist DED staff to evaluate grant applications on a rolling basis and to assist applicants with the application process. Evaluate applications against criteria.
Grant Payments	3/16/22	8/22/22	159	Request and obtain initial and ongoing DED approval for relief grant applications recommended for funding.
Grant Payments	3/31/22	8/31/22	153	Disburse relief grant funds to eligible and approved applicants.
Grant Payments	8/31/22		1	Last relief grants paid.
Reporting	9/30/22		1	Deliver final financial and industry reports

Navajo Procurement and Workforce

Building Nations will endeavor to maximize the amount of work that is contracted to Navajo-owned companies and performed by members of the Navajo Nation.

To implement the Program, our experienced team of professionals will provide project leadership and management. Certain professionals will be employees of Building Nations, while others may be subcontracted through their own firms.

Federal ARPA Compliance

A robust accounting system and experienced accounting/finance/contracting team members will ensure that Building Nations is able to provide the Navajo Nation with the necessary detailed documentation to ensure the funds and assets are protected and that the Nation will be in compliance with federal regulations governing Federal assistance funding and will conform with guidance provided by the U.S. Treasury Department for the use of ARPA funding.

Contracting

Building Nations will implement and operate the Program under one contract with the Navajo Nation. Certain senior roles will be filled by the principals of Building Nations or 1099 contractors. Building Nations will arrange for the procurement of website, accounting, outreach, communications, and banking services to execute the plan.

COVID-19 Safety

The safety of staff and applicants alike will be protected through appropriate coronavirus health protocols, personal protective equipment, waste management, contact management, coronavirus testing for staff, and social distancing.

Track Record of Success

Building Nations has provided Financial Services and Oversight including collecting of revenues through sponsorships, rental fees, registration, ticket sales and commercial and educational space fees for the Navajo Nation Economic Summit 2016, 2017, 2018 and 2019; Natural Resources Summit 2016, 2017, 2018 and 2019; Navajo Nation Fourth of July and Navajo Nation Fair Events for 2015, 2016, 2017, 2018 and 2019 in accordance with Federal, Tribal and other laws and policies. Total revenues managed equaled over \$2.7 million.

BNLLC completed Federal, State and Tribal financial reports including securing W-9s, issuing 1099s, filing taxes and submitting reports as required to clients. In addition, Building Nations LLC provided for over 200 temporary and volunteer employees for the Nation's Fourth of July and over 400 temporary and volunteer employees for the Navajo Nation Fair.

Other senior members of our team include seasoned professionals from the fields of financial and business due diligence, accounting and banking.

SERVICES CONTRACT
Between
THE NAVAJO NATION and BUILDING NATIONS LLC

EXHIBIT A

BUDGET BREAKDOWN

K211516.6530 Fees	
Consulting Fees	\$350,000.00
Fees Navajo Nation Taxes @ 6%	21,000.00
	<i>Subtotal: \$371,000.00</i>
K211516.6540 Expenses	
Consulting Expenses	<i>Subtotal: \$2,489,000.00</i>
Total Fees and Expenses:	\$2,860,000.00
K211516.8095	
Other Public Assistance	\$26,183,574.00
Total Contract Amount:	\$29,043,574.00

Detailed Budget Breakdown:

K211516.6530 Consulting Fees: \$350,000.00; and	\$350,000.00
-(Consulting fees-Prime Contractor to administer the planning, execution and coordination Of the Economic Relief Project for the recovery of Navajo Artisans and Small Business And serve the Navajo Nation DED in relief efforts: 2,000 hours @ 175 per hour: \$350,000)	
K211516.6530 Fees - NN Taxes @ 6%: \$21,000.00 =	\$21,000.00
K211516.6540 Consulting Expenses:	\$2,489,000.00
-(For planning & coordination of Relief Program: Establishment of electronic systems, Grant application and processing platform and portal. Provide training for 15 DED Eligibility Technicians, Establish and operate service desk to support 15 staff, secure and protect personal and business data collected from grant applicants. Establish a database with profiles of grant applicants and provide an economic profile report. Ensure compliance with ARPA, US Treasury and Navajo Nation policies and regulations. Provide supporting advertising and media announcements. Fee set @ 9.50596% of 26,183,574 = \$2,489,000.00	
Total for Fees and Expenses:	\$2,860,000.00
K211516.8095 Other Public Assistance	
Economic Relief Grant is projected to be provided for qualified and approved Navajo Artisan's and Small Business.	
The projection of 2,000 Navajo Artisans @ \$5,000 =	\$10,000,000.00
The Small Business projection of 600 @ \$25,000 =	\$15,000,000.00
The Projected Contingency for Navajo Small Business or Artisans =	<u>\$1,183,574.00</u>
Total for Other Public Assistance	\$26,183,574.00
TOTAL CONTRACT AMOUNT	\$29,043,574.00

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME BUILDING NATIONS, L.L.C.
ADDRESS P.O. Box 2434
Window Rock, Arizona 86515
TELEPHONE NO. (505) 409-1913

SEE ATTACHED - Credentials

BUILDING NATIONS LLC
Tse Bonito Park 13, E. Hwy 264,
PO Box 2434
Window Rock, Arizona 86515
(505) 567-0951

Profile

Building Nations LLC was established to improve the quality of life of the Navajo People, Other Indigenous Nations and Neighbors through various Strategic Planning, Special Event Production & Management, Natural Resources, Economic Development, Business Development and Community Development Strategies.

Experience

Frederick H. White, Member and Owner, has over 46 years of experience in Natural Resources, Tourism, Parks, Special Events Management & Production, Economic Development, Public Relations and Strategic Planning;

Mr. White served as Fair Manager/Director for 5 years from 1987-91. He also served in other capacities including sanitation, maintenance, public relations, VIP liaisons and entertainment and law enforcement/security; Mr. White also served as special events manager for the Navajo Nation Fair and Fourth of July Celebration and PRCA Rodeo for over 5 years; Other service included various responsibilities with special events including maintenance and sanitation to coordinator of other events; chaired the production and implementation of the Super Bowl XXX Indian Festival coordinating and facilitating with 21 Tribes of Arizona. Navajo Nation and other 20 Tribes worked together through planning, public relations, event management and operations; and Mr. White chaired the planning, production and operations of the 21 day 2002 Winter Olympic Games Discover Navajo: People of the Fourth World Exhibit; In addition, Mr. White served over 30 years in management and operations including Program Manager for Navajo Tribal Parks, Director of Navajo Parks and Recreation; Director of Navajo Nation Tourism Development, Deputy Division Director and Executive Director for the Navajo Division of Natural Resources; Facilitated the grass roots efforts and approval of the NN Energy Policy of 2013; Participated as co-chairman of the lease amendment negotiations for the Navajo Generating Station; as member of the the Peabody Settlement negotiation team; chaired the NN Energy team; and, Facilitated various strategic planning sessions for Navajo Nation programs; Mr. White has secured various partners in energy, agriculture and natural resources relative to fossil fuels and renewable energy; Served as owner/partner with Building Nations LLC since March of 2015 certified Priority One Company specializing in planning, development and operations of major special events including the Navajo Nation Fair and Fourth of July PRCA Rodeo for the past 6 years and Northern Navajo Fair in 2019; provided event planning and management with Partner who has oversight and fiscal manager of these major events and conferences; also provided necessary public relations and liaison work with private for profit and non profit companies who desire to develop businesses within the Navajo Nation; and, also provided training in strategic planning and natural resources management to local Navajo families and their communities;

Ms. Katherine Kee-White, Member and Owner, served 5 years as Fair Administrator and Concessions Manager for the Navajo Nation Fair. More recently, served financial and temporary personnel service

manager for the past 5 years for the NN Fair and Fourth of July events; Ms. Kee-White was responsible for overseeing and administrating two budgets totaling to over \$1 million dollar and more recently almost \$2 million dollars. She was responsible for procurement and accounting of all revenues and expenses; Ms. Kee-White has also served as Administrative Assistant and Administrative Service Officers for over 10 years with Navajo Nation Abandoned Mine Lands and Uranium Mill Tailings Program and Historic Preservation Office;

More recently, as owners/partners of BNLLC, team BNLLC has provided Financial Services and Oversight including collecting of revenues through sponsorships, rental fees, registration, ticket sales and commercial and educational space fees for the Navajo Nation Economic Summit 2016, 2017, 2018, 2019; Natural Resources Summit 2016, 2017, 2018 & 2019; Navajo Nation Fourth of July & Navajo Nation Fair Events for 2015, 2016, 2017, 2018 & 2019 in accordance with Federal, Tribal and other laws & policies. Total revenues managed totaled to over \$2.671M.

BNLLC completed Federal, State and Tribal financial reports including securing W-9s, issuing 10-99s, filing taxes and submitting reports as required to clients. In addition, Building Nations LLC provided for over 200 temporary and volunteer employees for the NN Fourth of July and over 400 temporary and volunteer employees for the NN Fair.

Education

Mr. White has received a Bachelor of Science Degree from Northern Arizona University with an Extended Major in Biological Sciences. Mr. also completed a three year training assignment with the National Park Service in Parks Management and Visitor Services.

Ms. Kee-White has received two AA degrees from Central Arizona College and University of New Mexico Gallup Branch. Ms. Kee-White also has over 140 credit hours at Arizona State University.

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME BUILDING NATIONS, L.L.C.
ADDRESS P.O. Box 2434
Window Rock, Arizona 86515
TELEPHONE NO. (505) 409-1913

SEE ATTACHED – Certificate of Insurance, W9, Debarment and Suspension Form, Procurement Clearances