

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



December 29, 2022

GALLUP BUSINESS SYSTEMS
1100 E. AZTEC SUITE B
GALLUP, NEW MEXICO 87301

ATTENTION: MICHAEL JONES, OWNER

REFERENCE: 164 Review 019717/Contract

Dear Michael:

Attached please find your copy of the approved Contract (CO15778) with the Navajo Nation Environmental Protection Agency (EPA) and the Fiscal Recovery Fund (FRF) Office. The Contract has been awarded in the amount of \$2,671.20. The term of the contract will commence October 1, 2022 and expires 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 Warren Roan at 928-871-7993.

Sincerely,

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

Jeremy Ben, Accounting Manager
OOC – Contract Administration

xc: Warren Roan, Navajo Nation EPA
 Merlin Johnson, Contract Accounting/Navajo Nation Office of the Controller
 Contract Folder: CO15778

NAVAJONATION OFFICE OF THE CONTROLLER

POST OFFICE BOX 3150 · WINDOW ROCK, AZ 86515 · PHONE: (928)871-6308 · FAX: (928)871-6026

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 Gallup Business Systems, 1100 E. Aztec, Suite B, Gallup, NM 87301, 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 October 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 \$ 2,671.20, 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 NNEPA/WRCO Storage Tank Programs (Contracting Program), and its Authorized Representative, Warren J. Roan, Environmental 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:

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

<i>Accounting Supervisor</i>	<i>and</i>	<i>NNEPA/WRCO Storage Tank Program</i>
<i>Contract Administration</i>		<i>Attn: Warren J. Roan</i>
<i>THE NAVAJO NATION</i>		<i>P.O. Box 3089</i>
<i>Window Rock, AZ 86515</i>		<i>Window Rock, AZ 86515</i>
		<i>CC: Kristina Silversmith, ASO; ksilversmith@navajo-nsn.gov</i>

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.

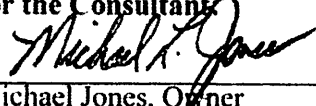
The CONSULTANT is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To'Nancees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The CONSULTANT 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:



Michael Jones, Owner


Gallup Business Systems

1100 E. Aztec. Suite B

Gallup, NM 87301

11/04/22
Date

For The Navajo Nation:



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

12-28-22
Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME Gallup Business Systems
ADDRESS 1100 E Aztec, Suite B
Gallup, NM 87301
TELEPHONE NO. 505/863-4461

CUSTOMR ID#8717993;Quote No. SQ3757

NNEPA/WRCO is paying for Full Repair & Maintenance which includes all Labor, parts, & supplies except paper & staples for a new Xerox Machine - Konica Minolta BIZHUB C550i; Tag#12121;

S/N:AA7P011008446

Annual Copy Allowance; BLK-48,000 CLR-24,000

Overage Charge; BLK \$0.15 CLR \$0.075

Effective 10-01-2021 to 09/30/2022

Printer/Scanner/Copier. This new copier is housed at NNEPA/ Storage Tank Program, Morgan Boulevard, Building 6656, Window Rock, AZ.

Gallup Business Systems
1100 E. Aztec Ste B
Gallup, NM 87301
505-863-4461

SCOPE OF WORK MAINTENANCE AGREEMENT

OBJECTIVE: To ensure continuous and proper operation of printing equipment.

Navajo Nation EPA Waste Regulatory Compliance has purchased a copier from GBS, Incorporated that GBS, Inc has continued to maintain and service on a regularly schedules basis.

GBS, Inc will perform full maintenance on copiers located in Window Rock, AZ.

1. Includes all labor, parts and supplies required to operate and maintain equipment in good working order except as identified in section 3 below.

2. Perform periodic maintenance as required to keep equipment in good working order including
 - A. Installation of maintenance kits for fuser and transfer assemblies
 - B. Installation of drums, developer and developing unit parts.
 - C. Clean and replaced feed rollers and feed units as required.
 - D. All other parts or supplies related to normal operation of the equipment except items identified in section 3 below.

3. Items specifically NOT covered in Maintenance Agreement (MA):
 - A. Paper and Staples
 - B. Damage to machine from other than normal operation -i.e., vandalism, Acts of God, customer abuse, loss of electrical power or fluctuations, etc.
 - C. Network connectivity: Services under this contract DOES NOT include support of network operating systems, non-included software applications or hardware malfunctions attributable to customer software or network hardware.

 - D. Because of the advanced electronics and circuit boards in the covered systems connection to a Dealer approved power, telephone and/or network cable filtration device is recommended. If customer chooses not to connect the hardware to an approved filtration device the cost of repairing or replacing any circuit boards is not covered. These will be billed on a time and material basis.

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME Gallup Business Systems
 ADDRESS 1100 E. Aztec, Suite B
Gallup, NM 87301
 TELEPHONE NO. 505/863-4461

ACCOUNTING CODES

<u>Account Number</u>		<u>Account Name</u>	<u>Item Totals</u>
<u>K211504.</u>	- <u>6140</u>	<u>Furn. & Equip. R&M Services</u>	\$ <u>2,520.00</u>
<u>K211504.</u>	- <u>6140</u>	<u>6% TAX</u>	\$ <u>151.20</u>

TOTAL CONSULTANT FEES AND EXPENSES: \$ 2,671.20

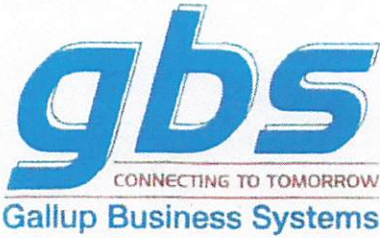
**ATTACH A DETAILED BUDGET TO THIS EXHIBIT A USING THE FORMULAS BELOW.
 The detailed budget total must match the totals above and the totals on Page 1 of the Contract.**

-Cost Estimate-Fees

\$ per day or per hour x work days or work hours outside the Navajo Nation: \$
 \$ per day or per hour x work days or work hours within the Navajo Nation: \$
 % Navajo Nation tax on fees for work within the Navajo Nation: \$
 Total Fees: \$

-Cost Estimate-Expenses

Travel (miles x \$ per mile): \$
 Meals (meals x \$ per meal): \$
 Lodging (\$ per night x required overnight stays): \$
 Airfare (\$ per trip x trips): \$
 Materials, supplies, and goods (list each item and associated cost): \$
 Total Expenses: \$



SALES QUOTE

Sales Quote No: SQ3757

Date: 9/23/22

Account No: NN-EPA-WRCD

1100 E Aztec, Suite B Gallup, NM 87301
 P: 505-863-4461 F: 505-863-4096

Bill To: NN - EPA WASTE REGULATORY COMPLIANCE
 DEPARTMENT
 PO BOX 3089
 WINDOW ROCK, AZ 86515

Ship To: NN - EPA WASTE REGULATORY COMPLIANCE
 DEPARTMENT
 PO BOX 3089
 WINDOW ROCK, AZ 86515

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
		Delivery	Net Due on Receipt	10/23/22

Notes

ANNUAL COPY ALLOWANCE
 BLACK - 48,000
 COLOR - 24,000
 OVERAGE CHARGES:
 BLACK - \$0.015
 COLOR - \$0.075
 EFFECTIVE: 10-01-2022 TO 09-30-2023

Item No	Description	Quantity	UM	Price	Disc	Amount
MAINT-FS-COPY	FULL MAINTENANCE - INCLUDES ALL LABOR, PARTS, AND SUPPLIES EXCEPT PAPER AND STAPLE KONICA MINOLTA BIZHUB C550i S/N: AA7P011008446	1.00	EA	\$2,520.00	0.00	\$2,520.00

Subtotal	\$2,520.00
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$151.20
Sales Order Total	\$2,671.20

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME	<u>Gallup Business Systems</u>
ADDRESS	<u>1100 E. Aztec, Suite B</u> <u>Gallup, NM 87301</u>
TELEPHONE NO.	<u>505/863-4461</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.

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME Gallup Business Systems
ADDRESS 1100 E. Aztec, Suite B
Gallup, NM 87301
TELEPHONE NO. 505/863-4461

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 CITY OF GALLUP, NEW MEXICO

BUSINESS REGISTRATION CERTIFICATE

NO. 22-00004050

WHEREAS, GALLUP BUSINESS SYSTEMS at 1100 E AZTEC AVE STE B, A(N) MACHINE REPAIR BUSINESS, has paid fees for a BUSINESS REGISTRATION pursuant to Chapter 3 of the Code of the City of Gallup. THEREFORE A BUSINESS REGISTRATION HAS BEEN ISSUED the above to conduct such business in said City of Gallup for the period specified under the provisions of the law and ordinances.

FROM: January 1, 2022
TO: December 31, 2022

ISSUED: December 23, 2021

MAYOR: LOUIS BONAGUIDI

CITY CLERK: ALFRED ABEITA

GALLUP BUSINESS SYSTEMS
1100 E AZTEC AVE STE B
GALLUP NM 87301

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.

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

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions
1100 E Aztec Suite B

6 City, state, and ZIP code
Gallup, NM 87301

7 List account number(s) here (optional)

Requester's name and address (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									
			-						
Employer identification number									
8	5	-	0	4	7	8	8	7	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ►  Date ► **9/23/22**

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.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2022

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).

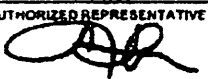
PRODUCER Clay Fultz Agency P. O. Box 999 Gallup, New Mexico 87305 INSURED CiBS, Inc dba Gallup Business Systems 1100 E Aztec Ave Suite B Gallup, NM 87301	Phone (505)722-4476 Fax (505)722-4470	CONTACT NAME Sandra Null PHONE (AG, Hr, Ext.) (505)722-4476 E-MAIL ADDRESS Sandra@clayfultz.com FAX (AG, No) (505)722-4470	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A</td> <td>Continental Casualty Company</td> <td>NAIC # 20443</td> </tr> <tr> <td>INSURER B</td> <td>United Financial Casualty Company</td> <td>11770</td> </tr> <tr> <td>INSURER C</td> <td>New Mexico Assurance Co</td> <td>13673</td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER A	Continental Casualty Company	NAIC # 20443	INSURER B	United Financial Casualty Company	11770	INSURER C	New Mexico Assurance Co	13673	INSURER D			INSURER E			INSURER F		
	INSURER A	Continental Casualty Company		NAIC # 20443																	
INSURER B	United Financial Casualty Company	11770																			
INSURER C	New Mexico Assurance Co	13673																			
INSURER D																					
INSURER E																					
INSURER F																					

COVERAGES **CERTIFICATE NUMBER:** 1912 **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 BUBR INRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		6025161429	3/25/2022	3/25/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Auto Specified Use		00537538-3	4/13/2022	9/2/2022	COMBINED SINGLE LIMITY (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Y	91332 107	6/1/2022	6/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E I EACH ACCIDENT \$ 1,000,000 E I DISEASE - EA EMPLOYEE \$ 1,000,000 E I DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is primary and non-contributory

CERTIFICATE HOLDER Holder's Nature of Interest Additional Insured Navajo Nation PO Box 2279 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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 government 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 government 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

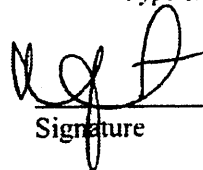
Gallup Business Systems
1100 E. Aztec

Suite B
Gallup, NM 87301

Name & Signature of Applicant

Marlene Peterson

Type or Print Name



Signature

9/23/22

Date