



## 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 ETD, Inc., hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the "PARTIES." The PARTIES agree as follows:

1. **Contract Term.** The NATION agrees to use the non-exclusive services of the CONSULTANT beginning August 1, 2022, and ending December 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 \$ 7150.00, 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 NNFRFO (*Contracting Program*), and its Authorized Representative, Tom Platero, 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>NN Fiscal Recovery Fund Office</u>	<u>ETD, Inc.</u>
<u>PO Box 2469</u>	<u>2102 N. 4th Street, Suite 201</u>
<u>Window Rock, Arizona</u>	<u>Flagstaff, Arizona 86004</u>
<u>(928)309-5532</u>	<u>(928)779-6032</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.

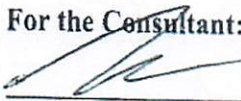
The CONSULTANT is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To'Nanees'Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The CONSULTANT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

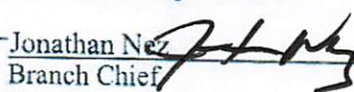
For the Consultant:

  
\_\_\_\_\_  
Eunice Tso, Owner  
ETD, Inc  
2101 N. 4th Street, Ste 201  
Flagstaff, Arizona 86004

Date

July 18, 2022

For The Navajo Nation:

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

Date

12-13-2022

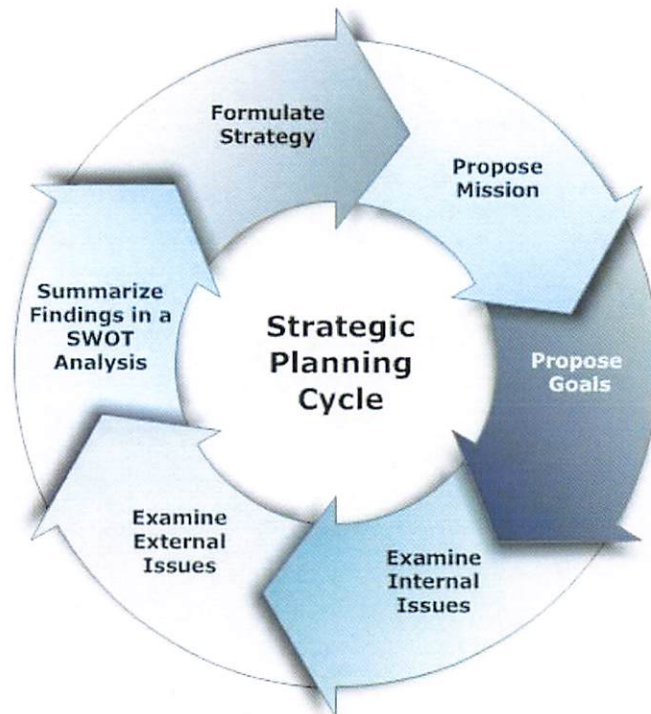
**SERVICES CONTRACT**

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

FIRM NAME	<u>ETD, Inc.</u>
ADDRESS	<u>2101 N. 4th Street, Suite 201</u>
	<u>Flagstaff, Arizona 86004</u>
TELEPHONE NO.	<u>(928)779-6032</u>



# Proposal To Provide Strategic Plan for Navajo Nation Fiscal Recovery Fund Office



Submitted To:  
Tom Platero, Executive Director, NNFRFO

By:

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Eunice Tso, ETD, Inc.  
2101 N. 4<sup>th</sup> Street, Suite 201  
Flagstaff, Arizona 86004  
May 5, 2022

***“Strategic planning is an organization's process of defining its strategy or direction and deciding how to allocate its resources to pursue this strategy”***

## Overview

Strategic planning is a process used by organizations to identify their goals, the strategies necessary to accomplish those goals and the internal performance management system used to monitor and evaluate progress.

In the process of formulating a strategy, an organization will first assess its current situation by performing an internal and external audit. The purpose of this is to help identify the organization's strengths and weaknesses, as well as opportunities and threats (SWOT Analysis). As a result of the analysis, managers decide how to best allocate the company's resources among other things. Thereafter, the organization needs to establish specific targets or goals related to putting the strategy into action and allocate resources for the strategy's execution.

Effective strategy implementation involves developing a solid structure, or framework, for implementing the strategy, maximizing the utilization of relevant resources, and redirecting efforts in line with the strategy's goals and objectives. It is important for managers to evaluate the performance of a chosen strategy after the implementation phase.

All members of an organization can benefit from learning about the strategic planning process in more detail. Understanding key aspects of the process and effective implementation strategies is especially critical.





## Benefits

The primary benefits derived from strategic planning are the following:

1. Helps formulate better strategies using a logical, systematic approach. Some studies show that the strategic planning process itself makes a significant contribution to improving a company's overall performance, regardless of the success of a specific strategy.
2. Enhanced communication between employers and employees. Communication is crucial to the success of the strategic planning process. It is initiated through participation and dialogue among the managers and employees, which shows their commitment to achieving organizational goals.
3. Strategic planning helps managers and employees show commitment to the organization's goals. This is because they know what the organization is doing and the reasons behind it. Strategic planning makes organizational goals and objectives real, and employees can more readily understand the relationship between their performance, the company's success, and compensation.
4. Empowers individuals working in the organization. The increased dialogue and communication across all stages of the process strengthens employees' sense of effectiveness and importance in the company's overall success. For this reason, it is important for companies to decentralize the strategic planning process by involving lower-level managers and employees throughout the organization.



**SERVICES CONTRACT**

**EXHIBIT A – Accounting Codes and Budget**

FIRM NAME ETD, Inc.  
 ADDRESS 2101 N. 4th Street, Suite 201  
Flagstaff, Arizona 86004  
 TELEPHONE NO. (928)779-6032

**ACCOUNTING CODES**

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
K211500 - 6530	<u>Consulting Fees</u>	\$ <u>6,900.00</u>
K211500 - 6540	<u>Consulting Expenses</u>	\$ <u>250.00</u>
_____ - _____	_____	\$ _____
TOTAL CONSULTANT FEES AND EXPENSES:		\$ <u>7,150.00</u>

**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: \$ \_\_\_\_\_

## Eunice L. Tso, Facilitator and Planner

Eunice has over 25 years of experience in working with tribal communities and organizations to meet their goals and objectives. She has exceptional knowledge of laws and rules pertaining to project development on tribal lands, and a strong understanding of energy, natural resources, economic and social conditions on the reservations. She's skilled at facilitating discussions for strategic planning projects and focus groups. In the past, she's conducted strategic plans for Navajo Nation Water Rights Commission (2018), Navajo Nation Shopping Center Inc. (2017), Navajo Nation Green Economy Commission (2015), and many Navajo Chapters. She works closely and effectively with her clients, which is the key to her success. She holds a M.S. Degree in Geology from Northern Arizona University.



## Strategic Planning Budget

PROFESSIONAL FEES	Personnel	Hours	Fee	Total
<b>Workshop Preparation: develop workshop components, identify team building exercises, logistics, develop agenda</b>	Eunice Tso	8	\$ 125.00/hr	\$ 1,000.00
<b>Day 1 (1/2 day) Workshop Facilitation: Provide clear overview and purpose, conduct SWOT analysis; team building exercise; write up SWOT report</b>	Eunice Tso	10	\$ 125.00/hr	\$ 1,250.00
	Ashley Tso	6	\$ 75.00/hr	\$ 450.00
<b>Day 2 (full day): Facilitate discussions for development of goals and objectives; team building exercise; summarize goals and objectives</b>	Eunice Tso	12	\$ 125.00/hr	\$ 1,500.00
	Ashley Tso	8	\$ 75.00/hr	\$ 600.00
<b>Day 3 (1/2) Review goals and objectives and finalize strategic plan</b>	Eunice Tso	6	\$ 125.00/hr	\$ 750.00
	Ashley	8	\$ 75.00/hr	\$ 600.00
<b>Provide final report</b>	Eunice	6	\$ 125.00/hr	\$ 750.00
<b>NN Sales tax</b>				\$ 240.00*
<b>TOTAL PROFESSIONAL FEES</b>				<b>\$ 6,900.00</b>
<b>DIRECT COSTS: Misc. office supplies, meeting supplies</b>				
<b>TOTAL DIRECT COST</b>				\$ 250.00
<b>GRAND TOTAL</b>				<b>\$ 7,150.00</b>

\*Estimated \$4,000 of work will be conducted on the Navajo Nation.

**SERVICES CONTRACT**

**EXHIBIT B - Consultant Credentials**

FIRM NAME	<u>ETD, Inc.</u>
ADDRESS	<u>2101 N. 4th Street, Suite 201</u>
	<u>Flagstaff, Arizona 86004</u>
TELEPHONE NO.	<u>(928)779-6032</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.





# EUNICE TSO

Owner, ETD, Inc.

## PROFILE

Eunice is the sole owner of ETD, Incorporated, a Native woman-owned small business established in 1995. ETD provides services that help support tribal economic development, community development, and Native American self-determination. These services include project management, environmental compliance, strategic planning, and public relations.

In 2016, Eunice was the National Center for American Indian Enterprise Development (NCAIED) **Native Woman Business Owner of the Year**.

## CONTACT

PHONE:  
(928) 779 6032

EMAIL:  
[eunicet@etd-inc.com](mailto:eunicet@etd-inc.com)

WEBSITE:  
Etd-inc.com

## EDUCATION

**Northern Arizona University** | Flagstaff, AZ | Aug. 1993 – May 1995 Master of Science - Environmental Geology

**Northern Arizona University** | Flagstaff, AZ | Aug. 1982 – May 1987 Bachelor of Science - Geology

## WORK EXPERIENCE

**Owner/Principal** | ETD, Inc. | Flagstaff, AZ | 1995 – Current

**Environmental Specialist** | Institute for Tribal Environmental Professionals, Northern Arizona University | Flagstaff, AZ | 1994-1996.

**Geologist I** | Navajo Abandoned Mine Land Reclamation Dept. | Tuba City, AZ | 1989-1992.

## REPRESENTATIVE PROJECTS

**Navajo Nation Water Rights Commission SWOT Analysis and Updated Plan of Operation (2018)**. Prior to updating its plan of operation, the Commission requested an analysis of its strengths, challenges, opportunities, and threats (SCOT).

**Navajo Agricultural Products Industry Public Relations Plan (2017)**. The plan was prepared for NAPI to serve as a roadmap to address various challenges and improve NAPI's image and relationships with key target audiences.

**Navajo Nation Reinvented: Economic Impacts and Strategies for Areas Affected by Coal Mine Closure (2017)**. Prepared for the Navajo Nation Department of Economic Development (NNDED) to provide strategies that mitigate economic impacts and focus on emerging industry sectors and opportunities for Navajo government, Navajo Chapters, and entrepreneurs.

**Navajo Nation Shopping Center Inc. Glittering Mountain Strategic Planning (2017)**. The Board members requested a facilitator to help develop a path forward for a proposed project.

**NAVAJO NATION CERTIFICATION  
Regarding Debarment and  
Suspension**

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

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

Applicant's Address

2101 N 4th Street, Suite 201

Flagstaff, AZ 86004

Name & Signature of Applicant

Eunice Tso

Type or Print Name



Signature

Date

My 28, 2022

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ETD, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2101 N 4th Street Suite 201</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Flagstaff, Arizona 86004</b>	
	<b>7</b> 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.

<b>Social security number</b>												
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<b>or</b>												
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0	4	-	3	5	9	7	5	0	2			

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>May 28, 2022</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-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.*



# CAPABILITY STATEMENT



2101 N. 4<sup>th</sup> Street, Suite 201  
Flagstaff, Arizona 86004-4200  
+1 (928) 779-6032

## GENERAL INFORMATION

[www.etc-inc.com](http://www.etc-inc.com)

**DUNS:** 007743099

**CAGE Code:** 367L7

**FEIN:** 04-3597502

**NAICS Codes:** 541620, 541690, 541990,  
541618, 541613, 541611, 541820

**Incorporated in the State of Arizona:**

January 28, 2002

## CERTIFICATIONS

- Indian Economic Enterprise (IEE)
- Indian Small Business Economic Enterprise (ISBEE)
- Woman-Owned Small Business (WOSB)
- Navajo Nation Priority 1

## DIFFERENTIATORS

- Over 27 years in business
- Diverse project experience
- NEPA experts
- PMP certified Project Manager
- Award winning
- Federally-compliant accounting system

Founded in 1995, ETD Inc. (ETD) is brightening the future for Native American communities through our services that support tribal economic development, community development, and Native American self-determination. Located in Northern Arizona, we are surrounded by Native American communities that have benefited from our services. These services include environmental compliance, project management and public relations.

## Environmental Compliance and Natural Resource Planning

Since 1995, ETD has been preparing environmental reviews in Indian Country under the National Environmental Policy Act (NEPA) of 1969. We navigate often complex situations stemming from overlapping tribal and federal regulations for environmental protection. We are experienced in all levels of environmental reviews with a track record of over 500 projects across the Southwest.

- Natural Resource, Conservation & Land Use Planning
- Environmental Assessments
- Biological & Cultural Resource Studies
- GIS Mapping Services

## Project Management

ETD effectively manages each project to produce the desired or intended result. Our services are marked by careful efficient and prudent use of resources, which allows us to save time and money for our clients. ETD has a record of timely-delivered project that meet clients' organizational objectives and expectations with documented levels of quality.

## Public Relations and Community Outreach

Building on our NEPA experience requiring a component of public scoping and information dissemination, we developed effective methods for public engagement in Indian Country. We clearly identify target audiences, develop custom messages and content, and identify appropriate media channels with an effective reach. Our plans are tailored to the needs of individual communities and businesses alike.



**NAVAJO NATION  
GAMING ENTERPRISE**



**TOSHIBA**



JOHNSON SMITTHIPONG & ROSAMOND



**CELLULARONE®**



**Tuba City  
Regional Health Care Corporation**



**SERVICES CONTRACT**

**EXHIBIT C - Certificate of Insurance**

FIRM NAME	<u>ETD, Inc.</u>
ADDRESS	<u>2101 N. 4th Street, Suite 201</u>
	<u>Flagstaff, Arizona 86004</u>
TELEPHONE NO.	<u>(928)779-6032</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 : Leonora Henderson, MBA  
Senior Programs & Projects Specialist  
Navajo Nation Fiscal Recovery Fund Office

FROM:   
Shawnevan Dale, Program Supervisor II  
Risk Management Program  
INSURANCE SERVICES DEPARTMENT

DATE : July 8, 2022

RE : **Insurance Minimums – PSC 2022 ETD, Inc. (Aug. 1, 2022 to Dec. 30, 2022)**

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

1. The Navajo Nation should require the following minimum insurance requirements:
  - a. Commercial General Liability coverage, ISO CG 0001 Form or equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
  - b. Auto Liability minimum limit of \$1,000,000 per accident and should include non-owned autos;
  - c. Workers' Compensation coverage with statutory benefits and Employers Liability coverage with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000.
  - d. **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 attached certificate of insurance indicates that the Contractor **has met** the minimum insurance recommendations set forth by the Risk Management Program.

If you have any questions, please feel free to contact me at extension (928) 871-6335.

CC: Arita Yazzie, Advocate NNODJ













Document No. 019017

Date Issued: 07/14/2022

**SECTION 164 REVIEW FORM**

Title of Document: Service Contract Contact Name: JYMM, LISA KATHERINE

Program/Division: EXECUTIVE OFFICES (OP/VP)

Email: ljymm@navajo-nsn.gov Phone Number: (928) 309-5532

Division Director Approval for 164A: \_\_\_\_\_

*(Handwritten initials)*

**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"/>	<b>Statement of Policy or Positive Law:</b>		<b>Sufficient</b>	<b>Insufficient</b>
	1. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>IGA, Budget Resolutions, Budget Reallocations or amendments: (OMB and Controller sign ONLY if document expends or receives funds)</b>			
	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"/>	<b>Grant/Funding Agreement or amendment:</b>			
	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"/>	<b>Subcontract/Contract expending or receiving funds or amendment:</b>			
	1. Division: <u>Finance Admin for T. Hodson</u>	Date: <u>7-14-2022</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	2. BRD: <u>[Signature]</u>	Date: <u>07/25/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	3. OMB: <u>C.M. - see memo</u>	Date: <u>8/3/22</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	4. OOC: <u>Ensured with 11/4/22</u>	Date: <u>11-10-2022</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	5. OAG: <u>[Signature]</u>	Date: <u>12/7/22</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	6. OP VP: <u>[Signature]</u>	Date: <u>12/9/2022</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>Letter of Assurance/M.O.A./M.O.U./Other agreement not expending funds or amendment:</b>			
	1. Division: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
	2. OAG: _____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<b>M.O.A. or Letter of Assurance expending or receiving funds or amendment:</b>			
	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"/>

*Katherine  
7/14/22*

