

DR. BUU NYGREN PRESIDENT RICHELLE MONTOYA VICE PRESIDENT

The Navajo Nation | Yideeską́adi Nitsáhákees

May 19, 2023

FOUR STATES EQUIPMENT AND SERVICES INC. 714 WEST MAIN STREET, SUITE D FARMINGTON, NEW MEXICO 87401

ATTENTION: JACK NEWBERRY, PRESIDENT

REFERENCE: 164 Review 020239 / Modification

Dear Jack:

Attached please find your copy of the approved Modification 1 (CO15432) with the Navajo Nation Judicial Branch. The Modification extends the contract term to July 30, 2024. All other terms and conditions remain unchanged and fully enforced.

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 Raquel Chee at 928-514-7256.

Sincerely,

Darlene Begay, Senior Accountant

OOC – Contract Administration

Darla Gazas

xc: Raquel Chee, Navajo Nation JB

Joseph Kaulaity, CA/Navajo Nation Office of the Controller

Contract Folder: CO15432

MODIFICATION #1

SERVICE CONTRACT BETWEEN THE NAVAJO NATION AND

FOUR STATES EQUIPMENT AND SERVICES, INC.

Contract No: <u>C015432</u>	Business Unit No: K211518
Consultant's Address: 714 WEST MAIN STREET, S	SUITE D, FARMINGTON, NEW MEXICO 87401
Original Contract Amount: \$40,783.52	_
Modification #1 Amount: \$0.00	Total Contract Amount: \$40,783.52
Original Contract End Date: 3/31/2024	Modified Contract End Date: July 30, 2024
("Consultant") was executed on	njo Nation ("Nation") and FOUR STATES EQUIPMENT AND SERVICES, INC. in the amount of \$40,783.52 to provide PREVENTATIVE MAINTENANCE ON NINE (09) ROOF TOP HVAC UNITS. NEEDED.
The agreement is being modified as follows:	
A. PURPOSES OF MODIFICATION	
The purposes of this Modification are To extend the current contract to July 30, 202	4.
B. DETAILED MODIFICATION DESC Contract 015432 will be extended by 4 month	

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MODIFICATION #1

SERVICE CONTRACT BETWEEN THE NAVAJO NATION AND

FOUR STATES EQUIPMENT AND SERVICES, INC.

M-1-1-1-1				
	All provisions of the Original Contract not specifically modified herein remain unchanged.			
C. SI	UPPORTING DOCUMENTS ATTACHED			
Cor	ntract 015432 is attached.			
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and	The Original Contract, including all Attachment	ts and E	xhibits thereto.	
FOR THI	E CONSULTANT:	FOR	THE NAVAJO NATION: 12003	2023
By:	Park Sustains OUR STATES EQUIPMENT AND SERVICES, INC.	Ву:	Honorable Chief Justice JoAnn Jayne The Navajo Nation	
Date:	03/14/2023	Date:	5/8/2023	

NAVAJO NATION CERTIFICATION

Regarding Debarment, Suspension, and Contracting Eligibility

- Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
- 2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
- 3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Pour Steles Equipment mod Sen	Vice Suz Newberry Name of individual signing on Applicant's behalf (print)
7-14/ West Main 5T, Sicite D	Title of individual signing on Applicant's behalf
Applicant Address New Mexico	Signature of individual signing on Applicant's behalf
67401 Applicant Address	4-14-2023 Date