

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT   MYRON LIZER | VICE PRESIDENT



July 20, 2022

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

ATTENTION: JACK NEWBERRY, PRESIDENT

REFERENCE: 164 Review 018461/Contract

Dear Jack:

Attached please find your copy of the approved Contract (CO15432) with the Navajo Nation Judicial Branch (NNJB). The Contract has been awarded in the amount of \$40,783.52. The term of the contract will commence April 1, 2022 and expires March 31, 2024.

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 Gwendolyn Silver-Keedo Williams at 928-551-2056.

Sincerely,

A handwritten signature in cursive script that reads "Darlene Begay".

Darlene Begay, Senior Accountant  
OOC – Contract Administration

xc: Gwendolyn Silver-Keedo Williams, NNJB  
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller  
Contract Folder: CO15432

NAVAJONATION OFFICE OF THE CONTROLLER  
POST OFFICE BOX 3 150 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-6308 · FAX: (928) 871-6026

**SERVICE CONTRACT BETWEEN THE  
NAVAJO NATION**

**AND**

**FOUR STATES EQUIPMENT AND SERVICES INC.**

*Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)*  
**714 West Main Street, Suite D, Farmington New Mexico 87401**  
*Consultant's physical address, state and zip code*  
**(505) 327-1617**  
*Consultant's telephone number*

CONTRACT NO: \_\_\_\_\_

FOR THE PERIOD: BEGINNING April 01, 2022  
 ENDING March 31, 2024

**PAYMENTS TO BE MADE FROM:**

|  | Business Unit     | Cost code | Sub total  | Total per quarter | Total               |
|--|-------------------|-----------|------------|-------------------|---------------------|
| Year 1   |                   |           |            |                   |                     |
| NN Sales Tax                                   | Account: K211518- | 6230      | \$4,809.38 | 4                 | \$19,237.52         |
|  | Account: K211518- | 6230      | 288.56     | 4                 | \$1,154.24          |
| Year 2   |                   |           |            |                   |                     |
| NN Sales Tax                                   | Account: K211518- | 6230      | \$4,809.38 | 4                 | \$19,237.52         |
|  | Account: K211518- | 6230      | 288.56     | 4                 | \$1,154.24          |
| TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: |                   |           |            |                   | \$ <u>40,783.52</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.: 85-0477533  
 or  
 Consultant's Social Security No.: \_\_\_\_\_  
*this number must match Form W-9*

# PROFESSIONAL SERVICES CONTRACT

## ATTACHMENT A - Mutual Promises and Agreements

This Services Contract ("Contract") is made and entered into by and between the Navajo Nation, hereafter called the "NATION" and Four States Equipment and Services 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 April 01, 2022, and ending March 31, 2024.
2. **Scope of Work.** The CONTRACTOR 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 \$40,783.52 as per EXHIBIT A - Accounting Codes and Budget, to include the 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 NAVAJO NATION JUDICIAL BRANCH under the direction of its Authorized Representative, Vanessa Mescal, Court Administrator, Chinle Judicial District, 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 this 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 is an independent contractor, and neither CONTRACTOR nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONTRACTOR 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. **Contract Information; Final Invoice.** Copies of all correspondence, reports and invoices under this Contract shall be furnished to:

**CONTACT INFORMATION:**

Jack Newberry, President  
FOUR CORNERS EQUIPMENT & SERVICES  
714 West Main, Suite D  
Farmington, New Mexico 87401

Gwendolyn Williams, Sr. Budget Analyst  
NAVAJO NATION JUDICIAL BRANCH  
Post Office Box 520  
Window Rock, Arizona 86515

**NOTE:** The final invoice will be due 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 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.

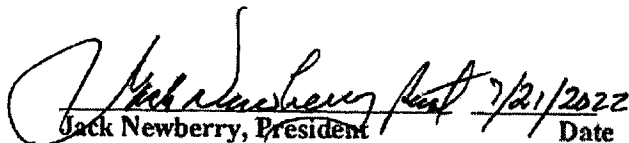
The CONSULTANT shall segregate, on each invoice, the work performed within and outside the territorial jurisdiction of the Navajo Nation, and within and outside the jurisdictions of governance-certified chapters that impose a local sales tax. The NATION shall withhold from each payment to the CONSULTANT 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.

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.

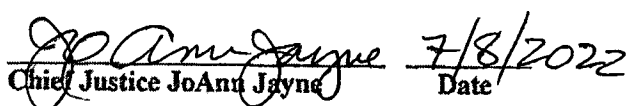
#### SIGNATURES OF CONTRACT

For the CONSULTANT:

  
Jack Newberry, President Date 7/21/2022

FOUR STATES EQUIPMENT & SERVICES  
714 West Main Suite D  
Farmington, New Mexico 87401

For the NAVAJO NATION:

received 6/29/2022  
  
Chief Justice JoAnn Jayne Date 7/8/2022

NAVAJO NATION JUDICIAL BRANCH  
Post Office Box 520  
Window Rock, Arizona 86515

## SERVICES CONTRACT

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

|               |   |
|---------------|---|
| FIRM NAME     | <b>FOUR STATES EQUIPMENT AND SERVICES INC.</b>                |
| ADDRESS       | <b>714 West Main Suite D<br/>Farmington, New Mexico 87401</b> |
| TELEPHONE NO. | <b>505-327-1617</b>   |
| FAX NO.       | <b>505-327-1835</b>   |

**CONSULTANT** shall perform the following services:

Labor, equipment and material to complete preventative maintenance on nine (09) roof top HVAC units. Clean condenser and evaporative coils on each unit, clean blower and replace filters with 2" pleated filters. Will replace all filters with the correct sizes. Clean all nine (09) units, check freon pressure, check all electrical connections and insure all units are work in optimum condition. Report any discrepancy and quote repairs if needed. All work to be completed in a substantial and workmanlike manner according to standard practices.

Four States Equipment and Service Inc.  
Farmington, New Mexico 87401  
Proposal and Contract

SUBMITTED TO: Bobby E. Talk, Navajo Nation Judicial Branch, Chinle Arizona  
UPDATE 02/03/2022 REVISED 02/16/2022

We propose to furnish all materials and perform all labor necessary to complete the following.

**Labor, equipment and material to complete preventive maintenance on 9 ea. roof top units indicated. We propose to clean condenser and evaporative coils on unit, clean blower and replace filters with 2" pleated filters. On inspection we found several wrong size filters. Will replace all filters with correct size.**

**Clean all 9 units, check freon pressures, check all electrical connection and insure all units are working in optimum condition. Report any discrepancy and quote repairs if needed.**

|  |                   |
|--|-------------------|
| <b>Sub total including labor, material and travel.</b> | <b>\$4,809.38</b> |
| <b>Navajo Nation tax. 6%</b>                           | <b>\$ 288.56</b>  |
| <b>Total per quarter</b>                               | <b>\$5,097.94</b> |

|   |                    |
|---|--------------------|
| <b>2 YEARS 4 times per year, times 2 years.</b> | <b>\$40,783.52</b> |
|---|--------------------|

All of the above work to be completed in a substantial and workmanlike manner according to standard practices.

Any alterations or deviation from the above specifications involving extra cost of materials or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted,

NOTE: SUBJECT TO CHANGE, DEPENDING ON INFLATION OR TAX CHANGE.

\_\_\_\_\_  
Jack Newberry, President Four States Equipment and Service Inc.

**Acceptance**

**Accepted :** \_\_\_\_\_

**Date :** \_\_\_\_\_





**SERVICES CONTRACT**

**EXHIBIT B – Consultant Credentials**

|                      |   |
|----------------------|---|
| <b>FIRM NAME</b>     | <b>FOUR STATES EQUIPMENT AND SERVICES INC.</b>                |
| <b>ADDRESS</b>       | <b>714 West Main Suite D<br/>Farmington, New Mexico 87401</b> |
| <b>TELEPHONE NO.</b> | <b>505-327-1617</b>   |
| <b>FAX NO.</b>       | <b>505-327-1835</b>   |

**COMPANY CREDENTIALS -- FOUR STATES EQUIPMENT & SERVICES INC.**

**See attached Certification of Debarment and Suspension form and W-9 form.**

**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:

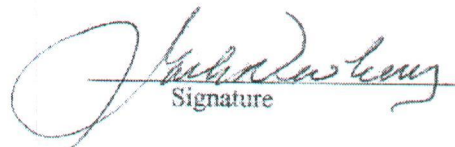
1. Are not debarred, suspended, or otherwise slated for debarment, ineligible and/or excluded from participation on Federal, State, and Tribal Government contracts etc.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal 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

FOUR STATES EQUIPMENT  
214 W. MAIN ST, STE D.  
FARMINGTON  
NEW MEXICO, 87401

Name & Signature of Applicant

Jack Newberry  
Type or Print Name

 10-21-2021  
Signature Date

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://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.  
**FOUR STATES EQUIPMENT AND SERVICE INC.**

2 Business name/disregarded entity name, if different from above  
**N/A**

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 another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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.  
**714 WEST MAIN SUITE D**

6 City, state, and ZIP code  
**FARMINGTON NEW MEXICO 87401**

7 List account number(s) here (optional)

Requester's name and address (optional)  
**NAVAJO NATION JUDICIAL BRANCH  
 CHILI ARIZONS**

See Specific Instructions on page 3.

## 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

|  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |
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or

Employer identification number

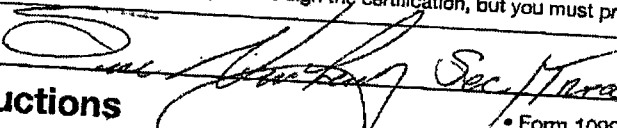
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|---|---|---|---|---|---|---|---|---|---|

## 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.

Signature of U.S. person ▶  Date ▶ 10-22-21

## 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.

## **SERVICES CONTRACT**

### **EXHIBIT C – Certificate of Insurance**

**FIRM NAME**  
**ADDRESS**

**FOUR STATES EQUIPMENT AND SERVICES INC.**  
**714 West Main Suite D**  
**Farmington, New Mexico 87401**

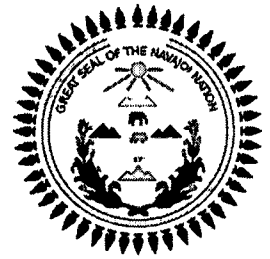
**TELEPHONE NO.**  
**FAX NO.**

**505-327-1617**  
**505-327-1835**

**See attached Certificate of Liability Insurance and Letter from Risk Management Program (RMP) for approval of minimum qualifications.**

# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT    MYRON LIZER | VICE PRESIDENT



## MEMORANDUM

TO            Gwen Williams, Senior Budget Analyst  
Administrative Office of the Courts

FROM          
Shawnevan Dale, Program Supervisor II  
Risk Management Program

DATE        May 17, 2022

SUBJECT    **INSURANCE MINIMUMS** – Four States Equipment and Service, Inc.

Our office is in receipt of a Certificate of Insurance and Scope of Work for Judicial Branch HVAC maintenance & repairs. The review focused on the revised COI. After further review, the Risk Management Program (NNRMP) has the following comments regarding insurance requirements:

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 Contractor ***has met*** the insurance minimums.

Should you have any questions, or wish to discuss this further, please feel free to contact me directly at extension 6335.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/28/2022

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).

| <b>PRODUCER</b><br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060                   |        | <b>CONTACT NAME:</b> CLIENT CONTACT CENTER<br><b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-448-4664<br><b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM  |  |            |        |                                     |       |                                     |       |            |  |            |  |            |  |            |  |
|--|--------|--|--|------------|--------|-------------------------------------|-------|-------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>FOUR STATES EQUIPMENT AND SERVICE, INC.<br>164-871-6<br>714 W MAIN ST STE D<br>FARMINGTON, NM 87401-5639 |        | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>FEDERATED SERVICE INSURANCE COMPANY</td> <td>28304</td> </tr> <tr> <td>FEDERATED RESERVE INSURANCE COMPANY</td> <td>16024</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> |  | INSURER A: | NAIC # | FEDERATED SERVICE INSURANCE COMPANY | 28304 | FEDERATED RESERVE INSURANCE COMPANY | 16024 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER A:   | NAIC # |  |  |            |        |                                     |       |                                     |       |            |  |            |  |            |  |            |  |
| FEDERATED SERVICE INSURANCE COMPANY  | 28304  |  |  |            |        |                                     |       |                                     |       |            |  |            |  |            |  |            |  |
| FEDERATED RESERVE INSURANCE COMPANY  | 16024  |  |  |            |        |                                     |       |                                     |       |            |  |            |  |            |  |            |  |
| INSURER C:   |        |  |  |            |        |                                     |       |                                     |       |            |  |            |  |            |  |            |  |
| INSURER D:   |        |  |  |            |        |                                     |       |                                     |       |            |  |            |  |            |  |            |  |
| INSURER E:   |        |  |  |            |        |                                     |       |                                     |       |            |  |            |  |            |  |            |  |
| INSURER F:   |        |  |  |            |        |                                     |       |                                     |       |            |  |            |  |            |  |            |  |

**COVERAGES**

CERTIFICATE NUMBER: 18

REVISION NUMBER: 0

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | 6066816       | 06/01/2022              | 06/01/2023              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/PROP AGG \$2,000,000 |
|          | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   | Y         | Y        | 6066817       | 06/01/2022              | 06/01/2023              | COMBINED SINGLE LIMIT (Per accident) \$1,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)  |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION  |           |          |               |                         |                         | EACH OCCURRENCE<br>AGGREGATE  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | N             | 6066818                 | 06/01/2022              | 06/01/2023  |

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

**CERTIFICATE HOLDER**
 164-871-6  
 NAVAJO NATION JUDICIAL BRANCH CHINLE JUDICIAL DISTRICT  
 PO BOX 547  
 CHINLE, AZ 86503-0547

18 0

**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

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**ADDITIONAL REMARKS SCHEDULE**

|  |           |  |  |
|--|-----------|--|--|
| AGENCY<br>FEDERATED MUTUAL INSURANCE COMPANY |           | NAMED INSURED<br>FOUR STATES EQUIPMENT AND SERVICE, INC.<br>714 W MAIN ST STE D<br>FARMINGTON, NM 87401-5639 |  |
| POLICY NUMBER<br>SEE CERTIFICATE # 18.0      |           | EFFECTIVE DATE: SEE CERTIFICATE # 18.0   |  |
| CARRIER<br>SEE CERTIFICATE # 18.0            | NAIC CODE |  |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

**QUARTERLY SERVICE QUOTE**  
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.  
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.  
BUSINESSOWNERS LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.  
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE ~~CONDITIONS OF THE~~ BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.



FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

- A. Paragraph C. Who Is An Insured is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations for the additional insured and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence, acts or omissions or the negligence, acts or omissions of those performing operations on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
  2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
  3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
  4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- B. The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.
- In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.

**D. Additional Exclusions**

The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

In the event of any payment for a loss under this Businessowners Liability Coverage Form arising out of your ongoing operations, the company agrees to waive its rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Businessowners Common Policy Conditions against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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#BWNDHBS

#XWXW0021XXXXXXXX5#

NAVAJO NATION JUDICIAL BRANCH CHINLE JUDICIAL DISTRICT

PO Box 547

Chinle, AZ 86503-0547