

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

July 7, 2022

SAM MERCADO JR.
P.O. BOX 814
TUBA CITY, ARIZONA 86045

ATTENTION: SAM MERCADO JR., PRIVATE PROCESS SERVER

REFERENCE: 164 Review 018405/Agreement

Dear Sam:

Attached please find your copy of the approved Agreement (CO15407) with the Navajo Nation Judicial Branch. The Agreement has been awarded in the amount of \$48,815.00. The term of the Agreement will commence April 1, 2022 and expires on November 30, 2026.

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 928-797-1520.

Sincerely,

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

Jeremy Ben, Accounting Manager
OOC – Contract Administration

xc: Raquel Chee, Navajo Nation Judicial Branch
Cherise Natani, Contract Accounting/Navajo Nation Office of the Controller-Fiscal Recovery Fund
Contract Folder: CO15407

FORM 1
(ADMINISTRATIVE PURPOSES ONLY)

SERVICES CONTRACT
BETWEEN
THE NAVAJO NATION
AND
SAM MERCADO, JR.

*Post Office Box 814
Tuba City, Arizona 86045*

*Telephone No.: (928) 614-4108 or (928) 707-5362
Email: sammercado1980@gmail.com*

CONTRACT NO: _____

FOR THE PERIOD: BEGINNING April 1, 2022
ENDING November 30, 2026

PAYMENTS TO BE MADE FROM: Account: K211518-6530 \$ 33,750.00
Account: K211518-6540 \$ 14,040.00

Navajo Nation Taxes: \$ 2,025.00

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ 49,815.00

UNDER THE TERMS AND CONDITIONS OUTLINED IN:
ATTACHMENT A – Mutual Promises and Agreements
ATTACHMENT B – Scope of Work

EXHIBITS:
EXHIBIT A – Budget
EXHIBIT B – Consultant Credentials
EXHIBIT C – Certificate of Insurance
EXHIBIT D – Affidavit of Service

Employer's Identification No.: 529-29-5595
W-9 form attached

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 SAM MERCADO, JR. 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 1, 2022, and ending on, November 30, 2026.
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 \$ 49,815.00 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, Stephen B. Etsitty, Administrative Director of the Courts, 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:

SAM MERCADO, JR., Private Process Server
Post Office Box 814
Tuba City, Arizona 86045

Stephen B. Etsitty, Administrative
Director of the Courts
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.

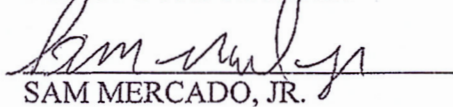
19. **Consultant Debarment; Suspension.** If the **CONSULTANT** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Navajo Business and Procurement Act, 12 N.N.C. §§1501, 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

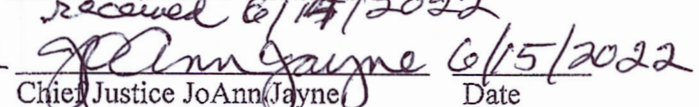
For the CONSULTANT:



SAM MERCADO, JR.
PRIVATE PROCESS SERVER
Post Office Box 814
Tuba City, Arizona 86045

3/10/22
Date

For the NAVAJO NATION:

received 6/14/2022

Date

Chief Justice JoAnn Jayne
NAVAJO NATION JUDICIAL BRANCH
Post Office Box 520
Window Rock, Arizona 86515

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME SAM MERCADO, JR.
ADDRESS Post Office Box 814
Tuba City, Arizona 86045
TELEPHONE NO. (928) 614-4108 or (928) 707-5362
FAX NO. None

Section One: Purpose

A. Navajo Nation Fiscal Recovery Funds (FRF) funds have been allocated to the Judicial Branch through Legislation CJY-41-21 to fund the service of Private Process Servers (JBO-01-89) as an immediate solution to the backlog of cases caused by the global pandemic.

Section Two: Registry and Eligibility

- A. The eligible civil case type is: 1) Domestic Violence. Any cases involving weapons will be immediately referred to the Navajo Police Department for service. If other cases become eligible during the below identified time period, this section shall be updated.
- B. A Process Server must be currently registered with a Navajo Nation Judicial District.
- C. Registered Process Servers will be selected sequentially from the list kept at the District in which service is requested.
- D. Cases filed between March 11, 2021 and October 31, 2026 will be eligible for this service.

Section Three: Process

- A. A Court will contact a registered process server and make arrangements for the process server to obtain the petition. In most cases, an appointment will be made for the process server to pick-up the petition at the courthouse. Alternatively, if the process server has a printer at home, the Court may email the petition to the process server.
- B. The Court contacted process server completes the service.
- C. The following case types have specific procedures:
 - 1) For Domestic Abuse Cases, the process server must return the “Affidavit of Service of Process” to the Court within ten (10) days of when it was received. If the process server made an unsuccessful attempt to serve within these ten (10) days, the process server must return the petition to the Court.
 - a. Each successful service must include an “Affidavit of Service of Process” (attached). The process server must sign the Affidavit of Service of Process under oath of the successful service; this Affidavit is not required to be notarized.
 - b. A Court clerk will certify the Affidavit when it is returned to the Court.

SERVICES CONTRACT

Section Four: Required Documents to Become a Registered Process Server

- A. A fully executed Professional Services Contract with an assigned contract number.
 - 1) Process Server Certification by a Navajo Nation Judicial Court;
 - 2) Signed, current W-9 form;
 - 3) Proof of general liability and auto insurance for review by the Risk Management Department. General liability coverage must be at \$1,000,000 per claim and \$2,000,000 aggregate for one year. Auto liability with a minimum of \$1,000,000 coverage is required; and
 - 4) Signed Debarment & Suspension Certification form

Section Five: Payment Process

- A. Monthly payment requests to include:
 - 1) Contract Number;
 - 2) One (01) original invoice, per month, that includes Navajo Nation Tax of 6% for services, only. POV mileage expenses are excluded from Navajo Nation Tax;
 - 3) Affidavit of service; and
 - 4) Mileage Log (if over 35 miles)
- B. Once a payment packet is complete, each month, the court will forward it within five (5) business days to the Senior Budget Analyst to process for payment under the contract.
- C. Court Administrator is responsible for reconciling their Process Server contracts, monthly, to ensure they are within the budget of the contract.

Section Six: Process Server Compensation

- A. This funding source will provide funds to pay the process server a flat fee of one-hundred and fifty dollars (\$150.00) for a successful service.
- B. Travel over thirty-five (35) miles, roundtrip, by the process server will be reimbursed up to four-hundred (400) miles traveled at the "Federal Privately-Owned Vehicle Rate" of \$0.585/mile, for a maximum of two (02) attempts. (This rate is subject to change and dependent on the Federal CONUS rates.) To calculate total miles traveled, start counting miles from the location where the petition was received and proceed directly to the place of service. Multiply this number by two (2) to get the total miles traveled by the process server. Total miles traveled amounting to less than thirty-five (35) miles will not be reimbursed. A Court should utilize process servers who are closest to the anticipated location of service.
- C. Reimbursement payment for total miles traveled and service of process payment(s) can take up to eight (8) weeks to be received.

SERVICES CONTRACT

EXHIBIT A – Budget – Accounting Codes and Budget

FIRM NAME SAM MERCADO, JR.
 ADDRESS Post Office Box 814
 Tuba City, Arizona 86045

TELEPHONE NO. (928) 614-4108 or (928) 707-5362

- A. This funding source will provide funds to pay the process server a flat fee of one-hundred and fifty dollars (\$150.00) for a successful service.
- B. Travel over thirty-five (35) miles, roundtrip, by the process server will be reimbursed up to four-hundred (400) miles traveled at the "Federal Privately-Owned Vehicle Rate" of \$0.585/mile, for a maximum of two (02) attempts. (This rate is subject to change and dependent on the Federal CONUS rates.) To calculate total miles traveled, start counting miles from the location where the petition was received and proceed directly to the place of service. Multiply this number by two (2) to get the total miles traveled by the process server. Total miles traveled amounting to less than thirty-five (35) miles will not be reimbursed. A Court should utilize process servers who are closest to the anticipated location of service.
- C. Reimbursement payment for total miles traveled and service of process payment(s) can take up to eight (8) weeks to be received.

ATTACH A DETAILED BUDGET TO THIS EXHIBIT 'A' USING FORMULAS BELOW.

TOTAL CONSULTANT SERVICE BUDGET:

SERVICE OF PROCESS

<i>Service Type</i>	<i>Number</i>	<i>Fee</i>	<i>Sub-total</i>
Successful Service	225	\$ 150.00	\$ 33,750.00
POV Mileage	24,000	.585	\$ 14,040.00
		Subtotal	\$ 47,790.00
		NN Tax @ 6%	\$ 2,025.00
		TOTAL	\$ 49,815.00

ACCOUNTING CODES

<u>Account Number</u>	<u>Account Name</u>	<u>Item Totals</u>
<u>K211518 -6530</u>	Fee	\$33,750.00
<u>K211518 -6540</u>	Expense	\$14,040.00
<u>K211518</u> -	Navajo Nation Taxes @ 6%	\$ 2,025.00
	TOTAL CONTRACTOR SERVICE BUDGET:	\$49,815.00

SERVICES CONTRACT

EXHIBIT B – Consultant Credentials

FIRM NAME	SAM MERCADO, JR.
ADDRESS	Post Office Box 814 Tuba City, Arizona 86045
TELEPHONE NO.	(928) 614-4108 or (928) 707-5362

The CONSULTANT has been registered as a Private Process Server since January 20, 2022 and is registered under the Tuba City Judicial District, Private Process Server No. TC-110.

Tuba City Judicial District
District Court of Navajo Nation
P.O. Box 725
Tuba City, Arizona 86045
(928) 283-3140
FAX (928) 283-3158



Tuba City Judicial District
Navajo Family Court
P.O. Box 725
Tuba City, Arizona 86045
(928) 283-3140
FAX (928) 283-3158

**PRIVATE PROCESS SERVER
BADGE # TC - 110**

It appears that, **Sam Mercado Jr.**, meets the qualifications for Private Process Server set forth in Rule 4 of the Navajo Rules of Civil Procedure and said, **Sam Mercado Jr.**, having sworn to serve process in accordance with the Laws of the Navajo Nation, is hereby approved to serve process within the Navajo Nation, for a period of one year.

Dated on this 20th day of January, 2022.

Vic Clyde

Honorable Victor J. Clyde,
Tuba City Judicial District

xc:file

**NAVAJO NATION COURTS
PRIVATE PROCESS SERVER**

Court of Registry:
TUBA CITY JUDICIAL DISTRICT

Issued:	Expires:	Badge No.:
1/20/2022	1/20/2023	TC-110

Issued by:	Title:
Hon. Victor J. Clyde	District Court Judge

Name:	Signature:
SAM MERCADO JR.	

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME
ADDRESS

SAM MERCADO, JR.
Post Office Box 814
Tuba City, Arizona 86045

TELEPHONE NO.

(928) 614-4108 or (928) 707-5362



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2022

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Sam Mercado 874 S Old Kerley Road Tuba City AZ 86045		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-5092041-CGL-22	02/23/2022	02/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	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

SERVICES CONTRACT
EXHIBIT D - AFFIDAVIT OF SERVICE

**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

PO Box 814
Tuba City AZ
86045

Name & Signature of Applicant

Sam Mercado Jr
Type or Print Name

Sam Mercado Jr 3/10/22
Signature Date