



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

April 12, 2023

ANDY FRAIN SERVICES
761 SHORELINE DR
AURORA, IL 60504

ATTENTION: DAVID H. CLAYTON, PRESIDENT/CEO/OWNER

REFERENCE: 164 Review 019664 /Contract

Dear David:

Attached please find your copy of the approved Contract (CO15903) with the Navajo Nation Division of Natural Resources. The Contract has been awarded in the amount of \$619,051.32. The term of the contract will commence May 01, 2023, and expires April 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 Mike Halona at 928-871-6592.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darlene Begay".

Darlene Begay, Senior Accountant
OOC – Contract Administration

xc: Mike Halona, Navajo Nation DNR
Joe Kaulaity, CA / Navajo Nation Office of the Controller
Contract Folder: CO15903

FORM 1
(ADMINISTRATIVE PURPOSES ONLY)

SERVICES CONTRACT BETWEEN
THE NAVAJO NATION AND

Andy Frain Services

Consultant's Legal Name (this must match the name on the Contractor's W-9 and Certificate of Insurance)

761 Shoreline Drive, Aurora, IL 60504

Consultant's physical address, state and zip code

(331) 208-5133

Consultant's telephone number

CONTRACT NO: CO15903

FOR THE PERIOD: BEGINNING May 1, 2023

ENDING April 30, 2026

PAYMENTS TO BE MADE FROM:

Account: K211515_6320 Fees: \$ 619,051.32

Account: _____ - _____ Expenses: \$ _____

Account: _____ - _____ Taxes: \$ _____

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$ 619,051.32

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.: 36-4226069

or

Consultant's Social Security No.: _____

this number must match Form W-9

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 Andy Frain Services, 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 May 1, 2023, and ending April 30, 2026.
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 \$ 619,051.32, 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 Navajo Land Department (Contracting Program), and its Authorized Representative, Byron Bitsoie, 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-O15903 shall cover this Contract, and reference to this number shall be made on all invoices submitted by the CONSULTANT to the NATION for payment.
6. **Availability of Funds.** The liability of the NATION under this Contract is contingent upon the availability of funds. Pursuant to 2 N.N.C. §223(B), all contracts shall have sufficient funds available to perform the services under the Contract.
7. **Travel Expenses.** The PARTIES recognize that the CONSULTANT may incur reasonable travel expenses in connection with providing services to the NATION. For said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred.
8. **Consultant is an Independent Contractor.** Neither CONSULTANT nor its employees are, or shall be deemed, NATION employees. In its capacity as an independent contractor, CONSULTANT agrees and represents, and the NATION agrees, that CONSULTANT: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any NATION employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between CONSULTANT or any of its employees and the NATION. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. The

CONSULTANT is responsible for payment of all taxes related to this Contract, and except as otherwise provided in Section 18 below, the NATION is not responsible for withholding, and shall not withhold, income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to CONSULTANT, nor shall the NATION be responsible for remitting the employer's share of employment taxes to federal or state governments.

9. **The Nation's Ownership of Work Product.** The product(s) and title of the CONSULTANT'S work and services under this Contract shall be and will remain the property of the NATION. The NATION may use the work product for any purpose without prior approval or additional payment.
10. **The Nation's Right to Inspect Place of Business and to Inspect and Audit Books and Records.** The CONSULTANT agrees that the NATION may, at reasonable times, inspect the part of the plant or place of business of the CONSULTANT that is related to the performance of this Contract; and CONSULTANT further agrees that the NATION may, at reasonable times and places, inspect and audit the CONSULTANT'S books and records to the extent that such books and records relate to the performance of this Contract. The CONSULTANT shall maintain such books and records, and such books and records of any Subcontractor, for at least five (5) years from the date of final payment under this Contract. Further, CONSULTANT agrees to include in any Subcontractor agreement related to this Contract, provisions that the Subcontractor agrees (a) that the NATION may, at reasonable times, inspect the part of the plant or place of business of the Subcontractor that is related to the performance of this Contract; (b) that the NATION may, at reasonable times and places, inspect and audit the Subcontractor's books and records to the extent that such books and records relate to the performance of this Contract; and (c) that the Subcontractor shall maintain its books and records related to the performance of this Contract for at least five (5) years from the date of the CONSULTANT'S final payment under this Contract.
11. **Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to:

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

| | |
|-------------------------------|----------------------------|
| <u>Byron Bitsoie</u> | <u>Andy Frain Services</u> |
| <u>GIS Supervisor</u> | <u>761 Shoreline Drive</u> |
| <u>Navajo Land Department</u> | <u>Aurora, IL 60504</u> |
| <u>PO Box 2249</u> | <u>_____</u> |
| <u>Window Rock, AZ 86515</u> | <u>_____</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:



Andy Frain Services
761 Shoreline Drive
Aurora, IL 60504

03/31/2023
Date

For The Navajo Nation:



Branch Chief
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515
APR - 7 2023
Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

| | |
|---------------|----------------------------|
| FIRM NAME | <u>Andy Frain Services</u> |
| ADDRESS | <u>761 Shoreline Drive</u> |
| | <u>Aurora, IL 60504</u> |
| TELEPHONE NO. | <u>(331) 208-5133</u> |

Renewal Period: May 1, 2023 - April 30, 2026

Annual site license for Equation APS web based software which provides the Navajo Nation Land Management System document control, record control and creates modules for other Divisions, Departments/Programs with solutions for their operations, digital records, privacy, security, data storage and functionality for Tribal Trust Documents. The system includes documentation of private leasing and ownership, rights-of-way leases, utility extensions, roads, and broadband communication projects.

Continuing "Project Management" specific Navajo Land Title Data System (NLTDS) re-branded as the Navajo Nation System.

Developing ArcGIS Platform for WebMapping.

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME Andy Frain Services
 ADDRESS 761 Shoreline Drive
Aurora, IL 60504
 TELEPHONE NO. (331) 208-5133

ACCOUNTING CODES

| <u>Account Number</u> | <u>Account Name</u> | <u>Item Totals</u> |
|---------------------------------------|-----------------------------------|------------------------------|
| <u>K211515</u> - <u>6320</u> | <u>Software Support</u> | \$ <u>619,051.32</u> |
| <u> </u> - <u> </u> | <u> </u> | \$ <u> </u> |
| <u> </u> - <u> </u> | <u> </u> | \$ <u> </u> |
| TOTAL CONSULTANT FEES AND EXPENSES: | | \$ <u>619,051.32</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: \$

| Account K211515.6320 Cost Estimate | | | | |
|------------------------------------|--|---------------|--------------|---------------------|
| Period: | | 2023 - 2024 | 2024 - 2025 | 2025 - 2026 |
| Site License: | | \$ 148,808.00 | \$148,808.00 | \$148,808.00 |
| ArcGis Platform: | | \$57,542.44 | \$57,542.44 | \$57,542.44 |
| Total: | | \$206,350.44 | \$206,350.44 | \$206,350.44 |
| Grand Total: | | | | \$619,051.32 |



A DIVISION OF ANDY FRAIN SERVICES

Prism eSolutions
 Division of Andy Frain Services, In
 761 Shoreline Dr
 Aurora, IL 60504
 Phone: 331-208-5133
Tax ID No. 36-4226069
 Fax: 630-820-3819

INVOICE

Invoice Number: 321221
Invoice Date: 10/06/22
Page: 1

Invoice To:
 Navajo Nation Land
 Mike Halona
 Accounts Payable Section
 P.O. Drawer 2249
 Window Rock, AZ 86515

Location:
 Navajo Nation Land
 Mike Halona
 Accounts Payable Section
 P.O. Drawer 2249
 Window Rock, AZ 86515

Customer ID P00760
P.O. Number

Due Date
Terms Net 60
Representative

*Send payment to Andy Frain Services, Inc., 761 Shoreline Dr, Aurora IL 60504.
 To pay electronically, please contact Accounts Receivable at AR@andyfrain.com*

| Services / Description | Quantity | Work Type | Rate | Amount |
|---------------------------------------|----------|-----------|------------|------------|
| Job Deposits - AFS | | | | |
| Renewal Period: May 2023 - April 2024 | 1 | | 148,808.00 | 148,808.00 |
| Renewal Period: May 2024 - April 2025 | 1 | | 148,808.00 | 148,808.00 |
| Renewal Period: May 2025 - April 2026 | 1 | | 148,808.00 | 148,808.00 |

Site License for equationASP® web based softwar provides the Navajo Nation Land Management Sys document control, digital records, privacy, security, data storage and functionality for Tribal Trust Documents. The system includes documentation of private leasing and ownership, right of way leases, utility extensions, roads, and broad band communication projects.

| | | | | |
|---------------------------------------|---|--|-----------|-----------|
| Continuing "Project Management", | | | | |
| Renewal Period: May 2023 - April 2024 | 1 | | 57,542.44 | 57,542.44 |
| Renewal Period: May 2024 - April 2025 | 1 | | 57,542.44 | 57,542.44 |
| Renewal Period: May 2025 - April 2026 | 1 | | 57,542.44 | 57,542.44 |

Specific NLTDS software development Requirements: Developing ArcGis Platform for WebMapping

| | | | |
|------------------------------------|-------------------------------------|--------------------------|------------|
| Amount Subject to Sales Tax | Amount Exempt from Sales Tax | Subtotal: | 619,051.32 |
| 0.00 | 619,051.32 | Invoice Discount: | 0.00 |
| | | Total Sales Tax: | 0.00 |
| | | Total: | 619,051.32 |

SERVICES CONTRACT

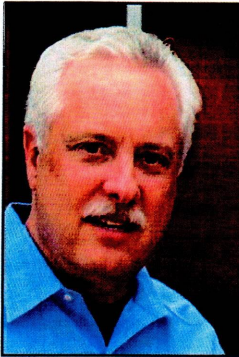
EXHIBIT B - Consultant Credentials

| | |
|---------------|----------------------------|
| FIRM NAME | <u>Andy Frain Services</u> |
| ADDRESS | <u>761 Shoreline Drive</u> |
| | <u>Aurora, IL 60504</u> |
| TELEPHONE NO. | <u>(331) 208-5133</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.

Corporate Support



**David H. Clayton – President/CEO/Owner
Aurora, Illinois**

David Clayton has over 36 years of managerial experience in the aviation, security and crowd management industries. From 1995 to 1998 Mr. Clayton served as Vice President of ServiceMaster Aviation Services. His responsibilities included the overall operations and sales for ServiceMaster's aviation security and passenger service division. This area of business represented 65 million dollars of annualized revenue, with over 1,500 employees. David founded the Aviation Security Contractors Association (ASCA) and was the first aviation contractor to become a voting member of the Aviation Security Advisory

Committee (ASAC). He served as Andy Frain's Executive Vice President – Aviation Division from 1986 – 1993 and acquired Andy Frain in September of 1998. David presently has responsibility for operational planning, strategic problem solving, facility and equipment requirements, budget and cost controls, labor relations, sales, leadership development and executive level management. He is the current President / CEO and primary stockholder of Andy Frain Services, Inc.



**Laura Grund – Executive Vice President/Owner
Aurora, Illinois**

Laura Grund has more than 36 years of experience in the contract service, security, and customer service industries. She has served as United Airline's Purchasing Agent for security services and as the Director of Administration and Quality Customer Service for ServiceMaster's aviation security and passenger service division. Laura has developed and implemented numerous compliance, customer service improvement and quality assurance programs specific to the security industry. A minority owner, Laura is responsible for

Andy Frain's nationwide training and development, management support, quality assurance and compliance programs.



**Dane Vontobel – Executive Vice President/Owner
Aurora, Illinois**

Dane Vontobel has nearly 30 years of experience in checkpoint security operations, special events and sales management. Dane has developed and implemented security and crowd management plans for major special events such as the U.S. Opens for both golf (USGA) and tennis (USTA) and has extensive experience designing, installing, and operating checkpoint security systems. A minority owner, Dane is responsible for Andy Frain's nationwide business development, client retention and customer service initiatives.



Jeffrey McClain – Chief Technology Officer
Aurora, Illinois

Jeffrey McClain has nearly 20 years of experience as a technology developer and administrator. Jeffrey has successfully integrated numerous software and hardware solutions into Andy Frain's product offering, often authoring software "bridges" between products, and has authored more than 50 web-based applications including Global Service Locator, Field Time Management and Andy Frain's Pocket Guide. He is responsible for the day-to-day technical operations of Andy Frain and manages a team of software developers for Prism eSolutions, a wholly owned subsidiary of Andy Frain, which provides industry specific audit, compliance, document management, incident management, reporting and

training applications in the educational, financial, government, healthcare, manufacturing, and service sectors.



Stacey McGlynn Atkins – Legal Counsel
Aurora, Illinois

Stacey Atkins has more than 15 years of legal experience, concentrating on corporate defense. As General Counsel for Andy Frain Services, Inc., Ms. Atkins handles a range of legal issues affecting the company, among them contract, employment, policy, compliance, regulatory, workers compensation, and general corporate matters. Ms. Atkins also plays a managerial role, overseeing work that has been outsourced to attorneys at independent firms. She previously served as Associate General Counsel for

the fourth largest business commuter rail systems in the United States. While in private practice, Ms. Atkins was named to the Illinois Super Lawyers Rising Star list three years running (2011-2013), a recognition given to no more than 2.5 percent of attorneys in each state.



Bobby Glaser –Vice President, Sports & Entertainment
Aurora, Illinois

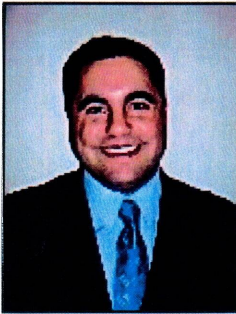
Bobby Glaser has nearly 15 years' experience working in sports & entertainment security and crowd management. His experience stretches nationwide across multiple venues participating in all major professional sports leagues. Bobby has developed and executed security and operation plans for numerous special events, including the 2015 Papal Visit in Philadelphia. As the Detroit Pistons Director of Security, Bobby lead the organization to four years of Tier 1 NBA security ratings. Bobby is a proud member of the National Center for Spectator Sport Safety and Security (NCS4)

as well as the International Association of Venue Managers (IAVM). He received his Certified Sport Security Professional (CSSP) through NCS4 in 2017. As Vice President of Andy Frain Services, Bobby is responsible for national business and operational strategies within the Sports & Entertainment division.



**Stanley Parton – Vice-President, Retail Division
Columbus, Ohio**

Stanley Parton has over 40 years of leadership experience, 20 of which include retail security and operations management. As a retired member of the United States Army, he has the training, skills, and teamwork mentality that has made him a strong leader in the Division. Stan's experience includes, but is not limited to, training, security compliance, loss prevention, project management, development of procedures and policies, and oversight of multiple locations statewide and regionally. In addition, Stan worked with the United States Army after retirement as a training coordinator for the Total Army Quality Office.



**Vincent Bove – Vice-President, Logistics & Specialty Markets
Aurora, Illinois**

Responsible for Andy Frain's screening programs throughout the United States, Vincent Bove has nearly 10 years of experience with TSA regulated programs and Air Cargo screening. Vincent has worked with domestic and foreign Air Carriers, IAC'S and CCSF's and is knowledgeable of the Aircraft Operator Standard Security Program, All-Cargo International Security Program, Foreign Air Carrier Model Security Program, Indirect Air Carrier Standard Security Program, the Certified Cargo Screening Program and Title 49 Code of Federal Regulations, 1500 series.

In addition to working with most aviation security programs he has been trained as a trainer for Smiths Detection ETD and X-ray equipment, Morpho Detection ETD equipment and also has extensive experience working with Rapiscan, L-3 and Astrophysics X-ray equipment. He has also designed, installed and managed security screening checkpoints for the USGA US Open to include WTMDs, X-rays, and handheld metal detectors. Vince has also assisted with the security screening operation for Busch Stadium, home of the St. Louis Cardinals. He is also a certified and licensed New York State Security Guard instructor. Vince holds a B.B.A in marketing and a minor in political science from Hofstra University.

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. 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;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. 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.

Andy Frain Services, Inc.

Applicant Name

Applicant Address

Applicant Address

Applicant Address

Jer Ri Panek

Name of individual signing on Applicant's behalf (print)

Vice-President of Finance

Title of individual signing on Applicant's behalf

Jer Ri Panek
Signature of individual signing on Applicant's behalf

10/27/2022

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 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Andy Frain Services, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> | |
| | <p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions. 761 Shoreline Dr</p> <p>6 City, state, and ZIP code Aurora IL 60504</p> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

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 | | | | | | | | | |
| | | | | | | | | | |
| OR | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 3 | 6 | - | 4 | 2 | 2 | 6 | 0 | 6 | 9 |

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ▶

Jer Ri Panak

Date ▶ 8/31/2022

General Instructions

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

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

Purpose of Form

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

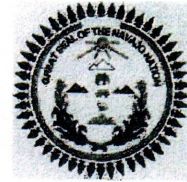
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THE NAVAJO NATION

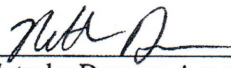


JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

October 12, 2022

MEMORANDUM

TO: W. Mike Halona, Department Manager III
Navajo Land Department
Division of Natural Resources

FROM: 
Natasha Damon, Accounting Manager
Office of the Controller

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to your request dated October 10, 2022 (*Received in Account Receivable on 10/11/2022 @ 1:00 p.m.*) seeking procurement clearance check on the following individual/ Business has been updated and is as follows:

| Name | Address/ BSL No./ Store Location | A. R. Debt Due | Action |
|---|---|-------------------|---------------------|
| Andy Frain Services TAX ID # 86-4226069 | 761 Shoreline Drive Aurora, IL 60504 | \$ 0.00 | Procurement cleared |

The Navajo Nation reserves the right to rescind and revise the procurement clearance when and if any information becomes available regarding the business' eligibility status.

Thank you for complying with the "NNB&P ACT". Our office requests that all relevant information of the individual(s) / business (es) was provided to ensure an accurate clearance check. ***The information contained in this memorandum is privileged and confidential under the Navajo Nation Privacy Act, 2 N.N.C., § 86.***

Therefore, when disseminating this information block out any information that is deemed confidential if this procurement memo is to be faxed/ emailed or copied to a third party.

Should you have any questions, please contact Accounts Receivable Section at 871-6770 or 6127. Thank you.

mj

CC: Accounts Receivable File

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

| | |
|---------------|----------------------------|
| FIRM NAME | <u>Andy Frain Services</u> |
| ADDRESS | <u>761 Shoreline Drive</u> |
| | <u>Aurora, IL 60504</u> |
| TELEPHONE NO. | <u>(331) 208-5133</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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2022

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 HUB International Midwest Limited 55 East Jackson Boulevard Chicago IL 60604 | CONTACT NAME: CSU Chicago |
| | PHONE (A/C, No, Ext): 312-922-5000 FAX (A/C, No): |
| E-MAIL ADDRESS: CSUChicago@hubinternational.com | |
| INSURER(S) AFFORDING COVERAGE | |
| | |
| NAIC # | |
| INSURED Andy Frain Services, Inc 761 Shoreline Drive Aurora, IL 60504 | ANDYFRA-02 INSURER A: Evanston Insurance Company 35378 |
| | INSURER B: Champlain Specialty Insurance Company |
| | INSURER C: Hartford Fire Insurance Company 19682 |
| | INSURER D: Admiral Insurance Company 24856 |
| | INSURER E: |
| INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:** 585614769**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|---------------------------------|----------------------------|----------------------------|--|
| B | X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O Included. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | CSSE-CGL-0000502-01 | 5/18/2022 | 5/18/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | 83UENAF3595 | 5/18/2022 | 5/18/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | CSSE-CEL-0000503-01 | 5/18/2022 | 5/18/2023 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| D A | Excess Liability (5M xs 5M) Excess Liability (5M xs 10M) | | BX09603278-04 MKLV3EUE101083 | 5/18/2022 5/18/2022 | 5/18/2023 5/18/2023 | Each Occurrence/Agg: \$ 5,000,000 Each Occurrence/Agg: \$ 5,000,000 |

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

The Navajo Nation is included as additional insured under General Liability, on a primary non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions.

A waiver of subrogation applies under General Liability and Automobile Liability, in favor of the additional insured listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| The Navajo Nation P.O. Box 9000 Window Rock AZ 86515 | 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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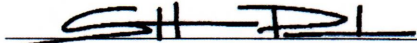
THE NAVAJO NATION



JONATHAN NEZ | **PRESIDENT** MYRON LIZER | **VICE PRESIDENT**

M E M O R A N D U M

TO : W. Mike Halona, Department Manager III
 Navajo Land Department

FROM : 
 Shawnevan Dale, Program Supervisor II
 Risk Management Program

DATE : October 17, 2022

SUBJECT: **INSURANCE MINIMUMS – PSC 2023 Andy Frain Services, Inc.**

Our office is in receipt of the above document for review. Review focused primarily on the Professional Services Contract and the included scope of work for the project. After further review, the Risk Management Program (NNRMP) 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) **The Navajo Nation shall be named as additional insured for general liability coverages only.**
- 2) Additionally, the Navajo Nation should require Errors and Omissions coverage with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate;
- 3) All coverages should include a waiver of subrogation. All coverages should be primary and the Navajo Nation's coverage non-contributory.
- 4) The Contractor **has met** all minimum insurance requirements. Please proceed with the contract. If there are any changes to policy limits and terms, please notify Risk Management Immediately.

If you have any questions, please feel free to contact me at extension 6335.

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

