# THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



November 03, 2022

HODISHOOH SPECIALTY MAINTENANCE, INC P.O. BOX 2221 BLOOMFIELD, NEW MEXICO 87413

ATTENTION: ABIEGAIL YAZZIE, MSW/CEO

REFERENCE: 164 Review 019028/Contract

Dear Abiegail:

Attached please find your copy of the approved Contract (CO15718) with the Navajo Nation Department of Natural Resources. The Contract has been awarded in the amount of \$26,002.92. The term of the contract will commence September 01, 2022 and expires January 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 Karen Bedonie at 928-871-6982.

Sincerely,

Darlene Begay, Senior Accountant

OOC - Contract Administration

Darla Geger

XC:

Karen Bedonie, Navajo Nation DNR Merlin Johnson, Contract Accounting/Navajo Nation Office of the Controller

Contract Folder: CO15718

# THE NAVAJO NATION

## JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



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# FORM 1 (ADMINISTRATIVE PURPOSES ONLY)

## SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND

Hodishooh Specialty Maintenance, Inc.

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

# PO Box 2221, Bloomfield, New Mexico 87413 Consultant's physical address, state and zip code

(505) 486-0381

			telephone numbe	r		
			CON	NTRACT NO:		
FOR THE PER	RIOD:	BEGINNING _		September	01, 2022	
		ENDING _		January 3	1, 2024	
PAYMENTS 7	ГО BE MADE	FROM:				
		Account: K21151	1_ 6260	Fees:	\$	11,737.06
		Account: K19078		TOTAL STREET	1-1771	14,265.86
		Account:	-			
UNDER THE	TERMS AND	IIS CONTRACT  CONDITIONS O	UTLINED	IN:		26,002.92
	ATTACHMEN	NT B – Scope of V	Vork			
EXHIBITS:						
	EXHIBIT B -	Accounting Code Consultant Creder Certificate of Insu	ntials	et		
Employer's Ide or Consultant's Se		•	-1101009	this nu	mber must mate	ch Form W-9

	ATTACHMENT A- Mutual Promises and Agreements
h c	this Services Contract ("Contract") is made and entered into by and between the Navajo Nation, ereinafter called the "NATION" and Hodishooh Specialty Maintenance, Inc., hereinafter called the "CONSULTANT." Collectively, the NATION and the CONSULTANT are the PARTIES." The PARTIES agree as follows:
1.	<u>Contract Term.</u> The NATION agrees to use the non-exclusive services of the CONSULTANT beginning September 01, 2022, and ending January 31, 2024
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.	<u>Compensation</u> . The NATION agrees to compensate the CONSULTANT for services performed under this Contract by paying a sum not to exceed \$26,002.92, 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 AML Reclamation (Contracting Program), and its Authorized Representative, Karen L. Bedonie, 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.	<u>Contract Number</u> . Contract Number C shall cover this Contract, and reference to this number shall be made on all invoices submitted by the <b>CONSULTANT</b> to the <b>NATION</b> for payment.
6.	<u>Availability of Funds</u> . The liability of the <b>NATION</b> 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.	<u>Travel Expenses</u> . 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. <u>Contact Information; Final Invoice</u>. 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:

Karen L. Bedonie, Dept. Manager III	Abiegail B. Yazzie, MSW, CEO
Navajo AMLR Department	Hodishooh Specialty Maintenance, Inc.
PO Box 1875	PO Box 2221
Window Rock, AZ 86515	Bloomfield, NM 87413
(928) 871-6982	(505) 486-0381

**NOTE**: The final invoice will be due within thirty (30) days after the Contract ends.

- 12. <u>Indemnification</u>. 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. <u>Modifications</u>. 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. <u>Disputes; No Waiver of Sovereign Immunity</u>. 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. <u>Termination</u>. 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. <u>Pre-Contract Costs</u>. 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 GovernmentTax 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. <u>Insurance Coverage</u>. 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;

For The Navajo Nation:

Abiegail B Yazzie, MSW, CEO Date

Hodishooh Speciality Maintena

Navajo Nation President The Navajo Nation

PO Box 2221

Post Office Box 9000

Bloomfield, NM 87413

Window Rock, Arizona 86515

7.15.2022

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

Hodishooh Specialty Maintenance, Inc.	
PO Box 2221	
Bloomfield, New Mexico 87413	_
(505) 486-0381	_
	PO Box 2221 Bloomfield, New Mexico 87413

This Scope of Work is made and entered into, effective September 1<sup>st</sup>, 2022 through January 31<sup>st</sup>, 2024, by and between the Navajo Abandoned Mine Lands (AML) Reclamation/Uranium Mill Tailing Remedial Action (UMTRA) Department, Shiprock Field Office, hereinafter called "AML/UMTRA", and Hodishooh Specialty Maintenance, Inc., hereinafter called "CONSULTANT". The parties hereto agree to perform Custodial Services in the two premises with a square footage of 2,128 ft<sup>2</sup> and 1,860 ft<sup>2</sup> located at 1 Uranium Boulevard, Shiprock, New Mexico 87420.

The Custodial Services to be performed by the CONSULTANT, for the duration of one year and five months will include the front area, two set of staircases with a chair lift, vacuum and sweep the floors in the offices, conference room and computer training room; wipe the desks, chairs and tables, dust low and high areas, sanitize restrooms thoroughly due to public use, clean the glass doors and report any malfunction and water leaks.

CONSULTANT agrees to provide all labor, supervision, cleaning tools, disinfection tools, and floor equipment necessary to assure a comprehensive cleaning on a weekly basis. The Disinfection Service will be provided every month using EPA-registered disinfectant that is on List N. The thorough wooden floor cleaning will be provided on a quarterly basis. This is under the Specialized Project Services. The specialized services consist of sanding, sealing and refinishing the wooden floors and stripping and waxing of tile floors in restrooms. Services will be performed monthly and then every two months after March 2023.

CONSULTANT will furnish the necessary cleaning equipment inclusive of but not limited to floor machines, buffers, mop buckets, wringers, mops, vacuum cleaner, broom, and all the necessary cleaning tools. AML/UMTRA will provide all general cleaning supplies and paper supplies; in addition, provide a secure space or storage of these equipment as necessary. CONSULTANT will furnish the Electrostatic Sprayer and the disinfectant product for the Disinfection Service. Product used for disinfecting will be registered/approved by EPA as effective for use against Coronavirus SARS-CoV-2, the virus that causes COVID-19. Disinfection Services will be performed monthly until March 31st, 2023.

CONSULTANT will comply with current OSHA regulations and proven procedures pertaining to all work performed at AML/UMTRA's location, including personal protective equipment, having Safety Data Sheet Log and First Aid Procedure.

#### EXHIBIT A - Accounting Codes and Budget

Hodishooh Specialty Maintenance, Inc.
PO Box 2221
Bloomfield, New Mexico 87413
(505) 486-0381

#### **ACCOUNTING CODES**

Account Nun	<u>ıber</u>		Account Name	Item	Totals
K211511		6260	ARPA/FRF: CJY-44-21	\$	11,737.06
K190788		6260	S/R ADMIN: S19AF20028	\$	14,265.86
			<b>=</b>	\$	
	Т	OTAL CONS	SULTANT FEES AND EXPENSES:	\$	26,002.92

# 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.

	Monthly		Monthly	
Months	Rate	NN Tax	Total	Account No.
Sep-22	\$ 762.60	\$ 45.76	\$ 808.36	K190788.6260
Oct-22	\$ 762.60	\$ 45.76	\$ 808.36	K190788.6260
Nov-22	\$ 762.60	\$ 45.76	\$ 808.36	K190788.6260
Dec-22	\$ 762.60	\$ 45.76	\$ 808.36	K190788.6260
Jan-23	\$ 762.60	\$ 45.76	\$ 808.36	K190788.6260
Feb-23	\$ 762.60	\$ 45.76	\$ 808.36	K190788.6260
Mar-23	\$ 762.60	\$ 45.76	\$ 808.36	K190788.6260
Apr-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
May-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
Jun-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
Jul-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
Aug-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
Sep-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
Oct-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
Nov-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
Dec-23	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260
Jan-24	\$ 762.60	\$ 45.76	\$ 808.36	K211511.6260

	SP Monthly	ECIALIZEC	EANING Monthly	
Months	Rate	NN Tax	Total	Account No.
Sep-22	\$ 689.34	\$ 41.36	\$ 730.70	K190788.6260
Oct-22	\$ 689.34	\$ 41.36	\$ 730.70	K190788.6260
Nov-22	\$ 689.34	\$ 41.36	\$ 730.70	K190788.6260
Dec-22	\$ 689.34	\$ 41.36	\$ 730.70	K190788.6260
Jan-23	\$ 689.34	\$ 41.36	\$ 730.70	K190788.6260
Feb-23	\$ 689.34	\$ 41.36	\$ 730.70	K190788.6260
Mar-23	\$ 689.34	\$ 41.36	\$ 730.70	K190788.6260
May-23	\$ 689.34	\$ 41.36	\$ 730.70	K211511.6260
Jul-23	\$ 689.34	\$ 41.36	\$ 730.70	K211511.6260
Sep-23	\$ 689.34	\$ 41.36	\$ 730.70	K211511.6260
Nov-23	\$ 689.34	\$ 41.36	\$ 730.70	K211511.6260
Jan-24	\$ 689.34	\$ 41.36	\$ 730.70	K211511.6260
			\$ 8,768.40	

	B	Town.	DISINF	ECT	ING	
Months	N	Nonthly Rate	NN Tax	1	Monthly Total	Account No.
Sep-22	\$	549.13	\$ 32.95	\$	582.08	K190788.6260
Oct-22	\$	549.13	\$ 32.95	\$	582.08	K190788.6260
Nov-22	\$	549.13	\$ 32.95	\$	582.08	K190788.6260
Dec-22	\$	549.13	\$ 32.95	\$	582.08	K190788.6260
Jan-23	\$	549.13	\$ 32.95	\$	582.08	K190788.6260
Feb-23	\$	549.13	\$ 32.95	\$	582.08	K190788.6260
			A	\$	3,492.47	

Account No: K211511 \$ 11,737.06 Account No: K190788 \$ 14,265.86 \$ 26,002.92

\$ 13,742.05

NAVAJO NATION Job Status Inquiry Print

7/15/2022 15:49:54

From Date 1/1/2019 Thru Date 7/30/2022

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K211511 US TREASURY- AMLR - FRF

Project

K211511

Job

Cost	Cost		LPM	Original	Revised	Actual	Open Commit	Budget	% Revised	% Revised
Code	Туре	Description	DECUM	Budget Amt	Budget Amt	Amount	Amount	Balance	Spent	Remaining
	4120	Office Supplies	6 B N	10,000.00	10,000.00			10,000.00		1.0
	4130	General Office Supplies	7 N				2,181.66	2,181.66-		
	4120	Office Supplies	6 T	10,000.00	10,000.00		2,181.66	7,818.34	.22	.7
	4200	Non Capital Assets	6 B N	35,000.00	35,000.00			35,000.00		1.0
	4230	Non Cap Computer Equip	7 N			1,012.30		1,012.30-		
	4200	Non Capital Assets	6 T	35,000.00	35,000.00	1,012.30		33,987.70	.03	.9
	4100	Office Supplies & Equipme	5 T	45,000.00	45,000.00	1,012.30	2,181.66	41,806.04	.07	.9.
	4410	Operating Supplies	6 B N	18,770.00	18,770.00			18,770.00		1.0
	4410	Operating Supplies	6 T	18,770.00	18,770.00			18,770.00		1.0
	4400	Operating Supplies	5 T	18,770.00	18,770.00			18,770.00		1.00
	4000	Supplies	4 T	63,770.00	63,770.00	1,012.30	2,181.66	60,576.04	.05	.95
	5130	Land	6 B N	29,384.00	29,384.00			29,384.00		1.00
	5140	Land Lease	7 N				15,264.00	15,264.00-		
	5130	Land	6 T	29,384.00	29,384.00		15,264.00	14,120.00	.52	.45
	5100	Lease	5 T	29,384.00	29,384.00		15,264.00	14,120.00	.52	.4:
	5000	Lease & Rental	4 T	29,384.00	29,384.00		15,264.00	14,120.00	.52	.4
	5520	Telephone	6 B N	33,660.00	33,660.00			33,660.00		1.00
	5520	Telephone	6 T	33,660.00	33,660.00			33,660.00		1.00
	5570	Internet	6 B N	56,340.00	56,340.00			56,340.00		1.0
	5570	Internet	6 T	56,340.00	56,340.00			56,340.00		1.0
	5510	Communications	5 T	90,000.00	90,000.00			90,000.00		1.00
	5500	Communications & Utilities	4 T	90,000.00	90,000.00			90,000.00		1.00
	6200	External Contractors	6 B N	38,200.00	38,200.00			38,200.00		1.00
	6200	External Contractors	6 T	38,200.00	38,200.00			38,200.00		1.00
	6100	Plant, Property & Equipme	5 T	38,200.00	38,200.00			38,200.00		1.00
	6000	Repairs & Maintenance	4 T	38,200.00	38,200.00			38,200.00		1.0
	7710	Insurance Premiums	6 B N	34,791.00	34,791.00			34,791.00		1.00
	7767	Workers' Comp Premium	7 N			329.98		329.98-		
	7710	Insurance Premiums	6 T	34,791.00	34,791.00	329.98		34,461.02	.01	.9
	7700	Insurance & Benefits	5 T	34,791.00	34,791.00	329.98		34,461.02	.01	.9
	7000	Special Transactions	4 T	34,791.00	34,791.00	329.98		34,461.02	.01	.9
	2000	Expenses	3 T	2,033,414.00	2,033,414.00	64,582.41	17,445.66	1,951,385.93	.04	.9
		US TREASURY- AMLR - FRF	2 T			12,404.01	17,445.66	29,849.67-		
		Total:	1 T			12,404.01	17,445.66	29,849.67-		

NAVAJO NATION Job Status Inquiry Print

7/15/2022 15:49:26

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1/1/2019 Thru Date 7/30/2022

From Date

K190788 2019 AML ADMIN - S/R

Project

Job

Cost	Cost		LPM	Original	Revised	Actual	Open Commit	Budget	% Revised	% Revised
ode	Type	Description	DECUM	Budget Amt	Budget Amt	Amount	Amount	Balance	Spent	Remaining
	3310	Air	6 B N	2,400.00						
	3310	Air	6 T	2,400.00						
	3300	Commercial/Charter Fares	5 T	2,400.00						
	3000	Travel Expenses	4 T	24,438.00	20,225.40			20,225.40		1.00
	4120	Office Supplies	6 B N	3,400.00	5,680.65			5,680.65		1.00
	4130	General Office Supplies	7 N			2,193.85		2,193.85-		
	4120	Office Supplies	6 T	3,400.00	5,680.65	2,193.85		3,486.80	.39	.6
	4100	Office Supplies & Equipme	5 T	3,400.00	5,680.65	2,193.85		3,486.80	.39	.6
	4410	Operating Supplies	6 B N	5,480.00	5,480.00			5,480.00		1.00
	4420	General Operating Suppl	7 N			213.02		213.02-		
	4490	Custodial Supplies	7 N			580.49		580.49-		
	4410	Operating Supplies	6 T	5,480.00	5,480.00	793.51		4,686.49	.14	.86
	4400	Operating Supplies	5 T	5,480.00	5,480.00	793.51		4,686.49	.14	.80
	4000	Supplies	4 T	8,880.00	11,160.65	2,987.36		8,173.29	.27	.73
	5130	Land	6 B N	5,040.00	5,040.00			5,040.00		1.00
	5140	Land Lease	7 N			5,040.00		5,040.00-		
	5130	Land	6 T	5,040.00	5,040.00	5,040.00			1.00	
	5100	Lease	5 T	5,040.00	5,040.00	5,040.00			1.00	
	5000	Lease & Rental	4 T	5,040.00	5,040.00	5,040.00			1.00	
	5520	Telephone	6 B N	740.00						
	5520	Telephone	6 T	740.00						
	5570	Internet	6 B N	8,640.00	8,268.00			8,268.00		1.00
	5600	Internet Services	7 N			8,268.00		8,268.00-		
	5570	Internet	6 T	8,640.00	8,268.00	8,268.00			1.00	
	5510	Communications	5 T	9,380.00	8,268.00	8,268.00			1.00	
	5710	Energy	6 B N	7,224.00						
	5710	Energy	6 T	7,224.00						
	5750	Services	6 B N	1,284.00						
	5750	Services	6 T	1,284.00		-				
	5700	Utilities	5 T	8,508.00						
	5500	Communications & Utilities	4 T	17,888.00	8,268.00	8,268.00			1.00	
	6020	Supplies	6 B N	700.00						
	6020	Supplies	6 T	700.00		-				
	6010	Building	5 T	700.00	-					
	6130	Services	6 B N	2,000.00						
	6130	Services	6 T	2,000.00						
	6200	External Contractors	6 B N	13,934.00	31,725.96			31,725.96		1.0
	6240	Pest Control	7 N			495.04		495.04-		
	6250	Waste Disposal	7 N			1,609.56		1,609.56-		

NAVAJO NATION Job Status Inquiry Print

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1/1/2019 Thru Date 7/30/2022

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From Date

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K190788 2019 AML ADMIN - S/R

Job Project

Cost	Cost		LPM	Original	Revised	Actual	Open Commit	Budget	% Revised	% Revised
Code	Туре	Description	DECUM	Budget Amt	Budget Amt	Amount	Amount	Balance	Spent	Remaining
	6260	Custodial Services	7 N			10,494.00		10,494.00-		
	6200	External Contractors	6 T	13,934.00	31,725.96	12,598.60		19,127.36	.40	.60
	6300	Technology	6 B N		990.14			990.14		1.00
	6300	Technology	6 T		990.14			990.14		1.00
	6100	Plant, Property & Equipme	5 T	15,934.00	32,716.10	12,598.60		20,117.50	.39	.61
	6000	Repairs & Maintenance	4 T	16,634.00	32,716.10	12,598.60		20,117.50	.39	.61
	7410	Media	6 B N	1,050.00	769.85			769.85		1.00
	7440	Print Advertising	7 N			769.85		769.85-		
	7410	Media	6 T	1,050.00	769.85	769.85			1.00	
	7400	Media	5 T	1,050.00	769.85	769.85			1.00	
	7510	Training & Professional	6 B N	4,250.00						
	7510	Training & Professional	6 T	4,250.00						
	7500	Employee Special Transact	5 T	4,250.00						
	7710	Insurance Premiums	6 B N	2,174.00	2,174.00			2,174.00		1.00
	7767	Workers' Comp Premium	7 N			1,591.68		1,591.68-		
	7710	Insurance Premiums	6 T	2,174.00	2,174.00	1,591.68		582.32	.73	.27
	7700	Insurance & Benefits	5 T	2,174.00	2,174.00	1,591.68		582.32	.73	.27
	7000	Special Transactions	4 T	7,474.00	2,943.85	2,361.53		582.32	.80	.20
	9710	IDC	6 B N	56,772.00	56,772.00			56,772.00		1.00
	9720	Indirect Cost Charged	7 N			55,221.94		55,221.94-		
	9710	IDC	6 T	56,772.00	56,772.00	55,221.94		1,550.06	.97	.03
	9700	Indirect Cost (Overhead)	5 T	56,772.00	56,772.00	55,221.94		1,550.06	.97	.03
	9500	Matching & Indirect Cost	4 T	56,772.00	56,772.00	55,221.94		1,550.06	.97	.03
	2000	Expenses	3 T	414,955.00	414,955.00	354,464.05		60,490.95	.85	.15

## **EXHIBIT B - Consultant Credentials**

FIRM NAME	Hodishooh Specialty Maintenance, Inc.
ADDRESS	PO Box 2221
	Bloomfield, New Mexico 87413
TELEPHONE NO.	(505) 486-0381

# 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.

#### 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.
- 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	Name & Signature of Applicant
Abiegail B Yazzie, MSW	Abiegail B Yazzie
Hodishooh Specialty Maintenance, Inc	Type or Print Name
PO Box 2221	0-60
Bloomfield, NM 87413	July 5, 2003
	Signature Date

# Form W-9 (Rev. October 2018) Department of the Treasury

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

$\neg$	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.											
1	Hodishooh Specialty Maintenance, Inc												
s on page 3.	2 Business name/disregarded entity name, if different from above												
	3 Check appropriate box for federal tax classification of the person whose name following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see											
	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	state	instructions on page 3):  Exempt payee code (if any)										
9 6		Exempt payer code (ii ally)											
Print or type. Specific Instructions on page	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 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.								Exemption from FATCA reporting code (if any)				
3c.	Other (see instructions) ▶				(Applie	s to account	s maint	ained o	outside	the U.S.J			
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	1	Requester's	name	and ad	dress (or	otiona	n)					
See	PO Box 2221		avajo AMLR Department										
•	6 City, state, and ZIP code	PO Box Window		. 47	04E1E								
	Bloomfield, NM 87413		VVIIIGOW	ROCI	, AL	00010			_				
	7 List account number(s) here (optional)												
	Town and I do white a bloom bloom box (TINI)			-	_								
Par	Taxpayer Identification Number (TIN) your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avoi	id So	cial se	curity	number							
	p withholding. For individuals, this is generally your social security num			T	7	TT	٦		Г	- P			
reside	ont alien, sole proprietor, or disregarded entity, see the instructions for First, it is your employer identification number (EIN). If you do not have a n	Part I, later. For other			-		-						
TIN, Is		lumber, see now to get	or		_		-						
	If the account is in more than one name, see the instructions for line 1.	Also see What Name a	nd En	ploye	r ident	fication	num	ber					
Numb	er To Give the Requester for guidelines on whose number to enter.		8	1	- 1	1 0	1	0	0	9			
				1.		1.0	Τ.	U	Ů				
Par	t II Certification												
	r penalties of perjury, I certify that:		nancon salaman ana	eo ween comme	o triteres	6 0 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
2 lar	e number shown on this form is my correct taxpayer identification numb n not subject to backup withholding because: (a) I am exempt from bac	kup withholding, or (b)	have not	been I	notifie	d by the	Inte	mal	Rev	enue			
Ser	vice (IRS) that I am subject to backup withholding as a result of a failur longer subject to backup withholding; and	e to report all interest or	dividends	or (c	) the I	RS has	notifi	ied r	ne th	nat I am			
	n a U.S. citizen or other U.S. person (defined below); and												
	e FATCA code(s) entered on this form (if any) indicating that I am exemp												
you h	ication instructions. You must cross out item 2 above if you have been no ave failed to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, b	tate transactions, item 2 ons to an individual retire	does not a ment arran	pply. F gemer	or mo	rtgage ir ), and ge	enera	st pa lly, p	iia, baym	ents			
Sign				)			-						
Here	U.S. person ▶		ate >	Bul	4	15,	20	de	2				
11.000	neral Instructions	<ul> <li>Form 1099-DIV (div funds)</li> </ul>											
noted		<ul> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> </ul>											
relate	re developments. For the latest information about developments and to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9.	Form 1099-B (stock transactions by broke	ers)						r				
	**************************************	<ul> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> </ul>											
	pose of Form												
infor	dividual or entity (Form W-9 requester) who is required to file an mation return with the IRS must obtain your correct taxpayer ification number (TIN) which may be your social security number	Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)     Form 1099 C (conceled debt)											
(SSN	), individual taxpayer identification number (ITIN), adoption	<ul> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>											
(EIN)	ayer identification number (ATIN), or employer identification number , to report on an information return the amount paid to you, or other unt reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.											
retur	ns include, but are not limited to, the following. m 1099-INT (interest earned or paid)	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,											

The Navajo Nation



# Contract and Purchase Certification Certificate of Eligibility

Certificate No. 8721/8691



HODISHOOH SPECIALITY MAINTENANCE, INC - PROFESSIONAL SERVICES - Commercial custodial Services, Industrial janitorial Services, Carpet Cleaning, Hard Floor Maintenance Expert, Disinfection Offices, I Deep Cleaning Services; Plumbing Services; Landscape Maintenance; and welding Services.

Priority No. 1

#### TO ALL PERSONS DOING BUSINESS ON THE NAVAJO NATION:

The above named entity is hereby certified, in accordance with the Navajo Business Opportunity Act, Title 5, Chapter 2, § 204 (A) (1) & (2), as a Navajo or Indian Owned Business and being duly certified with this Office, shall be afforded all economic opportunities pursuant to the Navajo Nation Council Resolution CAP-37-02.

A certified business entity is one owned by an Enrolled Member of the Navajo/Other Indian Tribe and is at least 51% or more Navajo/Indian owned and controlled.

ONE HUNDRED (100%)
PERCENTAGE OF BUSINESS OWNERSHIP

8/5/2021
DATE OF CERTIFICATION

8/4/2022

**EXPIRATION DATE** 

Notah C. Silversmith, Department Manager

Business Regulatory Department Division of Economic Development

## **EXHIBIT C - Certificate of Insurance**

FIRM NAME	Hodishooh Specialty Maintenance, Inc.	
ADDRESS	PO Box 2221	
	Bloomfield, New Mexico 87413	
TELEPHONE NO.	(505) 486-0381	
		_

## 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) 10/13/2022

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 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	CONTACT Mary Bacon				
Kysar Millennium Leavitt Insurance Agency, Inc.	PHONE (A/C, No, Ext): (505) 325-4561 FAX (A/C, No):				
300 W Arrington	E-MAIL ADDRESS: mary-bacon@leavitt.com				
Suite 100	INSURER(S) AFFORDING COVERAGE	NAIC #			
Farmington NM 87401	INSURERA: General Insurance Company of America	024732			
INSURED	INSURER B: Mid-Continent Casualty Company	23418			
Hodishooh Specialty Maintenance, Inc.,	INSURER C: Markel Insurance Company	38970			
P. O. Box 2221	INSURER D: CNA Surety	R18214			
	INSURER E:				
Bloomfield NM 87413-2221	INSURER F:				
COVERAGES CERTIFICATE NUMBER: CL22	5932669 PEVISION 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	TYPE OF INSURANCE	INSE	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR						EACH OCCURRENCE  DAMAGE TO RENTED  PREMISES (Ea occurrence)	s s	1,000,000
		х		BWG (23) 60977879	2/11/2022	2/11/2023	MED EXP (Any one person)	\$	15,000
						\$100 Below 1000 ar-2003	PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	ANY AUTO						BODILY INJURY (Per person)	s	
Б	ALL OWNED X SCHEDULED AUTOS			04-CA-2852214	9/13/2022	9/13/2023	BODILY INJURY (Per accident)	S	
	X HIREDAUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	s		
							Medical payments	\$	5,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-N	DE					AGGREGATE	\$	
	DED RETENTION \$							s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE			AWC0009000-03	2/10/2022	2/10/2023	E.L. EACH ACCIDENT	s	1,000,000
С	(Mandatory in NH)	Y	E.L. DISEASE - EA EMPLOYEE				\$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Janitorial Services Bond			65684705	11/3/2021	11/3/2022			

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

CERTIFICATE HOLDER	CERTIFICATE HOL	LDER		
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The Navajo Nation Risk Management Program P. O. Box 1690 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

Bob Kysar/MABACO

CANCELLATION