

DR. BUU NYGREN PRESIDENT RICHELLE MONTOYA VICE PRESIDENT

The Navajo Nation | Yideeską́adi Nitsáhákees

April 24, 2023

NAVAJO COMMUNICATIONS CO., INC. 401 MERRITT 7 NORWALK, CT 06851

ATTENTION: JORDAN BRAMBLE

REFERENCE: 164 Review 019456 / Contract

Dear Jordan:

Attached please find your copy of the approved Contract (CO15923) with the Navajo Nation Division of Natural Resources. The Contract has been awarded in the amount of \$19,080.00. The term of the contract will commence January 01, 2023, and expires December 31, 2023.

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,

Darla Gegay

Darlene Begay, Senior Accountant

OOC - Contract Administration

xc:

Karen Bedonie, Navajo Nation DNR

Merlin Johnson, CA/Navajo Nation Office of the Controller

Contract Folder: CO15923

FORM 1 (ADMINISTRATIVE PURPOSES ONLY)

SERVICES CONTRACT BETWEEN THE NAVAJO NATION AND

Frontier / Navajo Communications Company, Inc.

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

PO Box 6000, Window Rock, Arizona 86515

Consultant's physical address, state and zip code

(928) 871-5581

	Consultant's tele		 -	
		CONTRAC	CT NO:	
FOR THE PERIOD:	BEGINNING	Ja	nuary 01, 2023	
TORTHETERIOD.	ENDING		cember 31, 2025	
PAYMENTS TO BE MAI	DE FROM:			
TATMENTS TO BE MAI	Account: K220400	5600	\$	1,590.00
	Account: K211511	5600	\$	3,816.00
	Account: K201106	5600	\$	954.00
	Account: Kxxxxxx	5600	\$	6,360.00
	Account: Kxxxxxx	5600	\$	6,360.00
TOTAL PAYMENTS ON	THIS CONTRACT N	OT TO EXCEE	D: \$	19,080.00
	ID CONDITIONS OU' IENT A – Mutual Pron IENT B – Scope of Wo	nises and Agree	ments	
EXHIBITS:				
EXHIBIT B	A – Accounting Codes a B – Consultant Credent C – Certificate of Insura	ials		
Employer's Identification I	No.:75-1	310073	_	
or Consultant's Social Securit	y No.:		this number must	match Form W-9

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 Frontier / Navajo Communications Company, 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 January 01, 2023, and ending December 31, 2025
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 <u>CONSULTANT</u> for services performed under this Contract by paying a sum not to exceed \$ 19,080.00 , as per <u>EXHIBIT A – Accounting Codes and Budget</u> , 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 CONSULTANT to the NATION for payment.

- 6. <u>Availability of Funds</u>. 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. <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.

- 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	Greg Noble, Sr. Account Executive					
Navajo AML Reclamation Department	Frontier Communications					
PO Box 1875	401 Merritt 7					
Window Rock, Arizona 86515	Norwalk, Connecticut 06851					
(928) 871-6982	(562) 802-5163					

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</u>; <u>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. <u>Applicable Law and Jurisdiction</u>. 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 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. <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</u>, which is made part of this Contract. The failure to fully comply with this provision shall render this Contract null and void.
- 21. <u>Conflicting and Additional Terms</u>. 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:	
Jordan Bramble	02/23/2023	3VIII	MAR 1 6 2023
O Jordan Bramble	Date	Branch Chief	Date
Frontier Communications		The Navajo Nation	
401 Merritt 7, Norwalk, CT 06851		Post Office Box 9000	
(562) 802-5163		Window Rock, Arizona 86515	

ATTACHMENT B – Scope of Work (include timeframe)

Frontier/Navajo Communications Company, Inc.
PO Box 6000
Window Rock, Arizona 86515
(928) 871-5581

Frontier Communications Company, Inc. will perform internet installation and monitoring for Navajo Nation AML Reclamation/UMTRA Department (NAMLRD) / Tuba City Office located at 25 South Main Street, Tuba City, Arizona 86045 for the period beginning January 1st, 2023 and ending December 31st, 2025, as follows:

- Continue use of existing 5MB point-to-point Metro Ethernet circuit for Internet connectivity directly into the server room inside the Tuba City AML Reclamation Program building located at 25 South Main Street, Tuba City, Arizona.
- Ensure all connections are secured and reliable between Tuba City AML Reclamation/ UMTRA Department building and remote sites.

END OF SCOPE OF WORK

EXHIBIT A - Accounting Codes and Budget

Frontier/Navajo Communications Company, Inc.
PO Box 6000
Window Rock, Arizona 86515
(928) 871-5581

ACCOUNTING CODES

Account Numb	<u>ber</u>		Account Name	<u>Item</u>	Totals
K220400		5600	FY 2022 DRUM	\$	1,590.00
K211511		5600	US Treasury ARPA	\$	3,816.00
K201106	_	5600	US EPA General Removal Support	\$	954.00
Kxxxxxx		5600	FY 2024	\$	6,360.00
Kxxxxxx	¥ _	5600	FY 2025	\$	6,360.00
	ТО	TAL CONSU	LTANT FEES AND EXPENSES:	\$	19,080.00

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.

Fiscal Year 2023 (January 1 st , 2023 to March 31 st , 2023) – Monthly charges: \$500/month x 3 months = \$1,500.00 Navajo Nation Sales Tax: \$30 x 3 months = \$90.00	K220400.5600 :	\$1,590.00
Fiscal Year 2023 (April 1 st , 2023 to December 31 st , 2023) – Monthly charges: \$400/month x 9 months = \$3,600.00 Navajo Nation Sales Tax: \$24 x 9 months = \$216.00	K211511.5600 :	\$3,816.00
Fiscal Year 2023 (April 1 st , 2023 to December 31 st , 2023) – Monthly charges: \$100/month x 9 months = \$900.00 Navajo Nation Sales Tax: \$6 x 9 months = \$54.00	K201106.5600:	\$954.00
Fiscal Year 2024 (January 1 st . 2024 to December 31 st . 2024) – Monthly charges: \$500/month x 12 months = \$6,000.00 Navajo Nation Sales Tax: \$30 x 12 months = \$360.00	Kxxxxxx.5600 :	\$6,360.00
Fiscal Year 2025 (January 1 st , 2025 to December 31 st , 2025) – Monthly charges: \$500/month x 12 months = \$6,000.00 Navajo Nation Sales Tax: \$30 x 12 months = \$360.00	Kxxxxxx.5600 :	\$6,360.00
TOTAL CONSULTANT SERVICE BUDGET:		\$19,080.00

NOTE: Payments are contingent upon availability of funds appropriated by the Navajo Nation or Federal Government.

EXHIBIT B - Consultant Credentials

FIRM NAME	Frontier/Navajo Communications Company, Inc.		
ADDRESS PO Box 6000			
	Window Rock, Arizona 86515		
TELEPHONE NO.	(928) 871-5581		
TELETITORIE NO.	(

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, Suspension, and Contracting Eligibility

- Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract.
 - 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.
- 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.

Frontier California, Inc	Jordan Bramble
Applicant Name of individual signing on Applicant	
401 Merritt 7	Manager, Enterprise Sales
Applicant Address	Title of individual signing on Applicant's behalf
Norwalk, CT 06851	Jordan Bramble Digitally signed by Jordan Bramble Date: 2022.12.09 07:38:46 -08'00'
Applicant Address	Signature of individual signing on Applicant's behalf
	12/09/2022
Applicant Address	Date

(Rev. October 2018)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not

	Presence Service ■ Go to www.irs.gov/FormW9 for instructions and the late	st inform	nati	on.		,	silu i	o uie	ino.	
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
	NAVAJO COMMUNICATIONS CO., INC.									
	2 Business name/disregarded entity name, if different from above								2/2/11/	
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or C C Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner	☐ Trus			certai	emptions in entitie ctions o	s, not i n page	ndividu 3):		
Print or type. ic Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member ov LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the canother LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	vner. Do r wner of th	ne Ll	LC is		ption fro	m FAT	CA rep	orting	
Ğ	☐ Other (see instructions) ▶	311			(Applies	to account	s mainta	ned outsid	le the U.	5.)
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Requeste	er's	name a	nd add	dress (or	otional	f.		
99	401 MERRITT 7									
0)	6 City, state, and ZIP code									
	NORWALK, CT 06851									
	7 List account number(s) here (optional)									-
Par	Taxpayer Identification Number (TIN)								-	
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid	Soc	cial sec	urity r	number				
eside entitie	up withholding. For individuals, this is generally your social security number (SSN). However, f ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>] -]-[
TIN, I			or							
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name per To Give the Requester for guidelines on whose number to enter.	and [Em	ployer	r identification number					
vuiii	to dive the nequester for guidelines on whose number to enter.		7	5 -	- 1	3 1	0	0 7	3	
Par	t II Certification							2007		10 1000
Jnde	r penalties of perjury, I certify that:			1,590,110						
2. I ar Sei	e number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (brvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and	1 have n	ot b	een n	otified	by the	Inter			
3. I ar	m a U.S. citizen or other U.S. person (defined below); and									
. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportir	g is corr	ect.							
ou h	fication instructions. You must cross out item 2 above if you have been notified by the IRS that you ave falled to report all interest and dividends on your tax return. For real estate transactions, item 2 sition or abandonment of secured property, cancellation of debt, contributions to an individual reting than interest and dividends, you are not required to sign the certification, but you must provide you	does no rement ar	t ap	ply. Fo	r mor	tgage in	terest enerall	paid, y, payr	nents	
Sign Here		Date ►	2	/2	/2	02	2			
00	Form 1099-DIV (di	vidende	inc	ludina	those	from s	tocks	or mi	tual	50000

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)

- 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.

EXHIBIT C - Certificate of Insurance

Frontier/Navajo Communications Company, Inc.
PO Box 6000
Window Rock, Arizona 86515
(928) 871-5581

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) 04/13/2023

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 MARSH USA LLC. 540 W. MADISON	CONTACT Marsh U.S. Operations PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No):	
CHICAGO, IL 60661	E-MAIL ADDRESS: Chicago.CertRequest@marsh.com	VINCTORPOLITY
	INSURER(S) AFFORDING COVERAGE	NAIC#
CN102898337GAWX-22-23 FC2224 GAW	INSURER A: Steadfast Insurance Company	26387
INSURED	INSURER B: Zurich American Insurance Company	16535
Navajo Communications Co., Inc. 401 Merritt 7	INSURER C: N/A	N/A
Norwalk, CT 06851	INSURER D: American Zurich Insurance Company	40142
	INSURER E :	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CHI-010079543-05 REVISION NUMBER: 3

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	ADDL SUBP		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	X COMMERCIAL GENERAL LIABILITY	хх	GLO 0285992 05	06/01/2022	06/01/2023	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Λ				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	4.000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						\$	
В	AUTOMOBILE LIABILITY	X	BAP 0285990 05	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	s	2,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTIONS						\$	
В	WORKERS COMPENSATION		WC 0285988 05 (AOS)	06/01/2022	06/01/2023 06/01/2023	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		WC 0285989 05 (WI)	06/01/2022		E.L. EACH ACCIDENT	\$	1,000,000
		N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

Certificate Holder is an Additional Insured with respects to General Liability and Auto Liability policies where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Navajo Nation P.O. Box 2928 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
	of Marsh USA Inc.
4	March USA LLC