

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



November 03, 2022

NAVAJO SANITATION
P.O. BOX 237
WINDOW ROCK, ARIZONA 86515

ATTENTION: BENJAMIN DAMON, OWNER

REFERENCE: 164 Review 019030/Contract

Dear Benjamin:

Attached please find your copy of the approved Contract (CO15716) with the Navajo Nation Department of Natural Resources. The Contract has been awarded in the amount of \$3,828.72. The term of the contract will commence August 01, 2022 and expires September 30, 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,

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

Darlene Begay, Senior Accountant
OOC – Contract Administration

xc: Karen Bedonie, Navajo Nation DNR
Merlin Johnson, Contract Accounting/Navajo Nation Office of the Controller
Contract Folder: CO15716

NAVAJONATION OFFICE OF THE CONTROLLER

POST OFFICE BOX 3150 · WINDOW ROCK, AZ 86515 · PHONE: (928) 871-6308 · FAX: (928) 871-6026

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:

Karen L. Bedonie, DM III
Navajo AMLR Department
PO Box 1875
Window Rock, Arizona 86515
(928) 871-6982

Benjamin Damon Jr, Owner
Navajo Sanitation, Inc.
PO Box 237
Window Rock, Arizona 86515
(928) 871-4395

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.

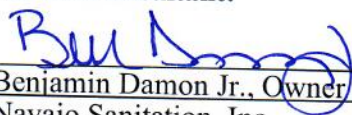
The **CONSULTANT** is subject to the Tuba City Chapter Sales Tax on gross receipts for all work performed within the Tuba City Chapter pursuant to the To’Nancees’Dizi Local Government Tax Code, as may be amended from time to time, and shall pay the sales tax directly to the Tuba City Chapter. The **CONSULTANT** 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:


Benjamin Damon Jr., Owner
Navajo Sanitation, Inc.
PO Box 237
Window Rock, Arizona 86515

8-3-2022
Date

For The Navajo Nation:


Navajo Nation President
The Navajo Nation
Post Office Box 9000
Window Rock, Arizona 86515

09.15.2022
Date

SERVICES CONTRACT

ATTACHMENT B – Scope of Work (include timeframe)

FIRM NAME Navajo Sanitation, Inc.
ADDRESS PO Box 237
Window Rock, Arizona 86515
TELEPHONE NO. (928) 871-4395

STATEMENT OF WORK

Navajo Sanitation, Inc. will provide waste management and disposal services to the Navajo Abandoned Mine Lands Reclamation Department (NAMLRD) / Shiprock Field Office located at 1 Uranium Boulevard, Shiprock, New Mexico 87420 for the period beginning August 1st, 2022 and ending September 30th, 2023, as follows:

1. Navajo Sanitation, Inc. shall furnish equipment and services to collect and dispose of and/or recycle all of NAMLRD's waste materials. "Waste Materials" specifically excludes, and NAMLRD agrees not to deposit or permit the deposit for collection of any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, or toxic or hazardous waste.
2. The bin is for non-hazardous waste only. The following items are non-acceptable: batteries, hazardous materials/chemicals (paint, motor oil, acid, etc., tires, animal carcasses, dirt, concrete, and/or burning with the bin). Bins shall be accessible on the scheduled pick-up day.
3. If the bin is found with any unacceptable items, such as listed above, the load will be rejected and returned to NAMLRD; NAMLRD shall be responsible for ensuring the bin has been cleaned and decontaminated at NAMLRD's expense; in addition, payment will be due to Navajo Sanitation, Inc. for any cost incurred and NAMLRD will provide written guarantee the bin has been properly cleaned.

END OF SCOPE OF WORK

SERVICES CONTRACT

EXHIBIT A – Accounting Codes and Budget

FIRM NAME Navajo Sanitation, Inc.
 ADDRESS PO Box 237
Window Rock, Arizona 86515
 TELEPHONE NO. (928) 871-4395

ACCOUNTING CODES

<u>Account Number</u>		<u>Account Name</u>		<u>Item Totals</u>
K211511	- 6250	ARPA/FRF: CJY-44-21	\$	1,640.88
K190788	- 6250	S/R ADMIN: S19AF20028	\$	2,187.84
	-		\$	
TOTAL CONSULTANT FEES AND EXPENSES:			\$	3,828.72

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.

Months	Monthly Rate	Locking System	NN Tax @ 6%	Monthly Total	Account No.	Grant No.	Grant Expires
Aug-22	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K190788.6250	S19AF20028	3/31/2023
Sep-22	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K190788.6250	S19AF20028	3/31/2023
Oct-22	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K190788.6250	S19AF20028	3/31/2023
Nov-22	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K190788.6250	S19AF20028	3/31/2023
Dec-22	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K190788.6250	S19AF20028	3/31/2023
Jan-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K190788.6250	S19AF20028	3/31/2023
Feb-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K190788.6250	S19AF20028	3/31/2023
Mar-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K190788.6250	S19AF20028	3/31/2023
				\$ 2,187.84			

Months	Monthly Rate	Locking System	NN Tax @ 6%	Monthly Total	Account No.	Grant No.	Grant Expires
Apr-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K211511.6250	CJY-44-21	12/31/2026
May-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K211511.6250	CJY-44-21	12/31/2026
Jun-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K211511.6250	CJY-44-21	12/31/2026
Jul-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K211511.6250	CJY-44-21	12/31/2026
Aug-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K211511.6250	CJY-44-21	12/31/2026
Sep-23	\$ 243.00	\$ 15.00	\$ 15.48	\$ 273.48	K211511.6250	CJY-44-21	12/31/2026
				\$ 1,640.88			

Total Budget: \$ 3,828.72

Job K211511 US TREASURY-AMLR - FRF

Job Status Inquiry Print

From Date 1/1/2019 Thru Date 7/31/2022

Project

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Revised	
									Spent	Remaining
4120		Office Supplies	6 B N	10,000.00	10,000.00			10,000.00		1.00
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	.78
4200		Non Capital Assets	6 B N	35,000.00	35,000.00			35,000.00		1.00
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			33,987.70	.03	.97
4100		Office Supplies & Equipme	5 T	45,000.00	45,000.00		2,181.66	41,806.04	.07	.93
4410		Operating Supplies	6 B N	18,770.00	18,770.00			18,770.00		1.00
4410		Operating Supplies	6 T	18,770.00	18,770.00			18,770.00		1.00
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	.48
5100		Lease	5 T	29,384.00	29,384.00		15,264.00	14,120.00	.52	.48
5000		Lease & Rental	4 T	29,384.00	29,384.00		15,264.00	14,120.00	.52	.48
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		1.00
5570		Internet	6 T	56,340.00	56,340.00			56,340.00		1.00
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		1.00
7710		Insurance Premiums	6 B N	34,791.00	34,791.00			34,791.00		1.00
7767		Workers' Comp Premium	7 N			306.70		306.70		
7710		Insurance Premiums	6 T	34,791.00	34,791.00			34,484.30	.01	.99
7700		Insurance & Benefits	5 T	34,791.00	34,791.00			34,484.30	.01	.99
7000		Special Transactions	4 T	34,791.00	34,791.00			34,484.30	.01	.99
2000		Expenses	3 T	2,033,414.00	2,033,414.00	60,065.79	17,445.66	1,955,902.55	.04	.96
US TREASURY-AMLR - FRF			2 T			7,887.39	17,445.66	25,333.05-		
Total:			1 T			7,887.39	17,445.66	25,333.05-		

K211511

Job K211511 US TREASURY-AMLR - FRF

From Date 1/1/2019 Thru Date 7/31/2022

Project

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Revised Spent	% Revised Remaining			
											DE	CUM	6 BN
1710		Program Revenue	6 BN	2,033,414.00-	2,033,414.00-			2,033,414.00-		1.00			
1717		Prg Rev Earned-Fed Non-	7 N			52,178.40-		52,178.40-					
1710		Program Revenue	6 T	2,033,414.00-	2,033,414.00-	52,178.40-		1,981,235.60-	.03	.97			
1705		CG Revenue	5 T	2,033,414.00-	2,033,414.00-	52,178.40-		1,981,235.60-	.03	.97			
1700		External C/G Revenue Sourc	4 T	2,033,414.00-	2,033,414.00-	52,178.40-		1,981,235.60-	.03	.97			
1000		Revenues	3 T	2,033,414.00-	2,033,414.00-	52,178.40-		1,981,235.60-	.03	.97			
2110		Regular	6 BN	1,054,617.00	1,054,617.00			1,054,617.00		1.00			
2120		Person-Regular FT	7 N			42,592.37		42,592.37-					
2110		Regular	6 T	1,054,617.00	1,054,617.00	42,592.37		1,012,024.63	.04	.96			
2200		Salary Adj	6 BN	31,112.00	31,112.00			31,112.00		1.00			
2200		Salary Adj	6 T	31,112.00	31,112.00			31,112.00		1.00			
2100		Permanent	5 T	1,085,729.00	1,085,729.00	42,592.37		1,043,136.63	.04	.96			
2710		Regular	6 BN	31,006.00	31,006.00			31,006.00		1.00			
2710		Regular	6 T	31,006.00	31,006.00			31,006.00		1.00			
2700		Merit & Bonus Pay	5 T	31,006.00	31,006.00			31,006.00		1.00			
2900		Fringe Benefits	5 BN	484,440.00	484,440.00			484,440.00		1.00			
2912		FICA	7 N			2,640.75		2,640.75-					
2914		Medicare	7 N			617.56		617.56-					
2910		FICA	6 T			3,258.31		3,258.31-					
2921		Medical	7 N			4,369.55		4,369.55-					
2926		Life	7 N			619.63		619.63-					
2928		Short-Term Disabilit	7 N			126.13		126.13-					
2920		Group Insurance	6 T			5,115.31		5,115.31-					
2942		401K-Nihibesso Saving P	7 N			959.96		959.96-					
2944		NN Retirement	7 N			6,175.94		6,175.94-					
2940		Retirement	6 T			7,135.90		7,135.90-					
2951		SUTA-AZ	7 N			348.07		348.07-					
2950		Unemployment Benefits	6 T			348.07		348.07-					
2971		Annual Leave Pay	7 N			296.83		296.83-					
2970		Annual Leave	6 T			296.83		296.83-					
2900		Fringe Benefits	5 T	484,440.00	484,440.00	16,154.42		468,285.58	.03	.97			
2001		Personnel Expenses	4 T	1,601,175.00	1,601,175.00	58,746.79		1,542,428.21	.04	.96			
3140		GSA	6 BN	110,700.00	110,700.00			110,700.00		1.00			
3140		GSA	6 T	110,700.00	110,700.00			110,700.00		1.00			
3100		Vehicle Use	5 T	110,700.00	110,700.00			110,700.00		1.00			
3230		Personal Travel	6 BN	65,394.00	65,394.00			65,394.00		1.00			
3230		Personal Travel	6 T	65,394.00	65,394.00			65,394.00		1.00			
3200		Personal Travel Expenses	5 T	65,394.00	65,394.00			65,394.00		1.00			
3000		Travel Expenses	4 T	176,094.00	176,094.00			176,094.00		1.00			

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Revised Spent	% Revised Remaining
3310	Air		6 BN	2,400.00						
3310	Air		6 T	2,400.00						
3300	Commercial/Charter Fares		5 T	2,400.00						
3000	Travel Expenses		4 T	20,225.40	20,225.40			20,225.40		1.00
4120	Office Supplies		6 BN	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	.61
4100	Office Supplies & Equipme		5 T	3,400.00	5,680.65	2,193.85		3,486.80	.39	.61
4410	Operating Supplies		6 BN	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	.86
4000	Supplies		4 T	8,880.00	11,160.65	2,987.36		8,173.29	.27	.73
5130	Land		6 BN	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 BN	740.00						
5520	Telephone		6 T	740.00						
5570	Internet		6 BN	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 BN	7,224.00	8,268.00					
5710	Energy		6 T	7,224.00						
5750	Services		6 BN	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 BN	700.00						
6020	Supplies		6 T	700.00						
6010	Building		5 T	700.00						
6130	Services		6 BN	2,000.00						
6130	Services		6 T	2,000.00						
6200	External Contractors		6 BN	13,934.00	31,725.96			31,725.96		1.00
6240	Pest Control		7 N			495.04		495.04		
6250	Waste Disposal		7 N			1,609.56		1,609.56		

Job K.190788 2019 AML ADMIN - S/R

Job Status Inquiry Print

From Date 1/1/2019 Thru Date 7/31/2022

Project

Cost Code	Cost Type	Description	L P M	Original Budget Amt	Revised Budget Amt	Actual Amount	Open Commit Amount	Budget Balance	% Revised Spent	% Revised Remaining
6260		Custodial Services	7 N	10,494.00	10,494.00	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 BN		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 BN	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 BN	4,250.00						
7510		Training & Professional	6 T	4,250.00						
7500		Employee Special Transact	5 T	4,250.00						
7710		Insurance Premiums	6 BN	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 BN	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

SERVICES CONTRACT

EXHIBIT B - Consultant Credentials

FIRM NAME Navajo Sanitation, Inc.
ADDRESS PO Box 237
Window Rock, Arizona 86515
TELEPHONE NO. (928) 871-4395

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.
2. Are not presently nor have been under criminal indictment or civilly charged by a governmental entity (Federal, State, and Tribal Government) for fraud, forgery, falsification, theft, bribery, destruction of records, receiving stolen property and other criminal offenses in the administration of a government contract.
3. Have not been terminated for cause or convenience by a governmental entity in the administration of a government contract (Federal, State, and Tribal Government).
4. If the Navajo Nation determines that the Certificate provided herein is not true, it will be grounds to terminate the contract and pursue other legal remedies.

Applicant's Address

NAVAJO SANITATION, INC.
PO BOX 237
WINDOW ROCK, AZ 86515

Name & Signature of Applicant

BENJAMIN DAMON, JR
Type or Print Name

Benjamin Damon 07/06/2022
Signature Date

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NAVAJO SANITATION, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check 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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
ROUTE 12, #2749 (PO BOX 237)

6 City, state, and ZIP code
WINDOW ROCK, AZ 86515

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
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or

Employer identification number

6	8	-	0	5	4	7	1	2	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ▶

Benjamin Dancy

Date ▶ 07/06/2022

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.

SERVICES CONTRACT

EXHIBIT C - Certificate of Insurance

FIRM NAME	<u>Navajo Sanitation, Inc.</u>
ADDRESS	<u>PO Box 237</u>
	<u>Window Rock, Arizona 86515</u>
TELEPHONE NO.	<u>(928) 871-4395</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.

