

NAVAJO NATION RANCH PROGRAM

DEPARTMENT OF AGRICULTURE, DIVISION OF NATURAL RESOURCES
NAVAJO NATION

**NAVAJO NATION RANCH UNIT COMPETITIVE BID
REQUEST FOR APPLICATION AND BID**

DECEMBER 2009

**ALL BIDS AND REQUESTED INFORMATION MUST BE RECEIVED BY
3:00 P.M. (MOUNTAIN STANDARD TIME) ON WEDNESDAY, JANUARY 13, 2010.**

I. PURPOSE

The Navajo Nation Ranch Program (NNRP) is seeking qualified, enrolled members of the Navajo Nation to lease twenty-seven (27) Navajo Nation ranch units – grand total 346,488 acres, 1,714 cattle capacity – for the pasture of livestock under the terms and conditions set out in the lease and Plan of Operation. The ranch units are administered by the Navajo Nation Department of Agriculture (NNDA) Tribal Ranch Program (NNRP).

To be eligible to participate in the Ranch Unit Competitive Bid, the Applicant must submit an Application and Ranch Unit bid pursuant to the following guidelines.

II. BID SUBMISSION

All Applications, with sealed Ranch Unit bid, shall be signed and sealed in an envelope clearly marked “NN Ranch Unit Bid - DO NOT OPEN.” Please submit one (1) Application per Ranch Unit. To be clear, the Ranch Unit Bid should be sealed in a separate envelope and contained within the Application sealed envelope. A signed statement of interest shall accompany all bids from the Applicant indicating that the bid constitutes a binding offer to the Navajo Nation.

Bids must be submitted to the following address: Navajo Nation Department of Agriculture, NN Tribal Ranch Program, P.O. Box 4889, Window Rock, AZ 86515, or hand delivered to the Navajo Nation Tribal Ranch Program, NN Department of Agriculture office building, NN Fairgrounds, Hwy. 264, Window Rock, AZ. Email and telefax of documents will not be accepted. All bids and requested information must be received by 3:00 p.m. (Mountain Standard Time) on Wednesday, January 13, 2010.

III. MINIMUM QUALIFICATIONS

According to Title 3, Navajo Nation Code, Chapter 3. Range Land Lease for Pasture of Livestock, § 511. Eligibility

All applicants must meet the following eligibility criteria:

- A. Enrolled members of the Navajo Nation.
- B. Non-Navajos are not eligible.
- C. Applicants are not eligible if they hold other grazing permits, with more than 75 sheep units, issued by the Navajo Nation, BIA, or BLM within the Navajo Nation, including the Eastern Navajo Agency. For purposes of this Section, both interests of the husband and wife will be used to determine eligibility.
- D. Allottees are eligible if they meet the other requirements and if they own less than a full interest in an allotment of 160 acres or more, or if they own cumulative interest in various allotments that, together, do not exceed such an interest.

E. All applicants must be at least 21 years of age, and demonstrate their ability to pay the established fees and manage land and livestock. Applicant shall submit, along with the application, a proposed Ranch Management Plan which shall include acceptable livestock management and range conservation plans for the unit(s) they are applying for.

F. Applicants are eligible to lease no more than two range units as so specified by the Resources Committee, based on recommendations by the Navajo Nation Ranch Program, Department of Agriculture through the Executive Director, Division of Natural Resources.

G. Former leaseholders whose leases were terminated due to default shall not be eligible to reapply for a period of ten years from the date of default.

H. Former leaseholders whose leases were cancelled due to adverse disposition of Navajo Nation lands shall be given first preference to other ranch lands when available.

I. In the event that two or more applicants apply for the same unit and equally meet the qualifications, tie-breaker bidding shall be allowed. The applicant bidding the highest fee, above the minimum, shall be recommended to the Resources Committee.

IV. TERMS OF THE LEASE

According to According to Title 3, Navajo Nation Code, Chapter 3. Range Land Lease for Pasture of Livestock, § 508. Terms of the Lease.

A. The Lessee shall be responsible for all costs associated with the minor upkeep as well as responsibility for maintenance of fences, minor maintenance of livestock water delivery systems, cattle guards, corrals, roads, and any other improvements, fixtures or structures contained within his/her leased area at the time of the lease or installed thereafter, except those major repairs as provided for in Paragraph (B), below.

B. The Lessee may request, through the Navajo Nation Ranch Program, Department of Agriculture through the Executive Director, Division of Natural Resources, major repairs for water systems, windmills, and water tanks, to the extent that such repairs are beyond the means of the Lessee. These will be referred to the Department of Water Resources (or its successor), with a recommendation from the Executive Director, and the repairs may be made, subject to the availability of funding and the existing priorities for similar work, by the Department of Water Resources (or its successor). Upkeep, maintenance (and use) of headquarters structures, housing and corrals will remain the responsibility of the Division of Natural Resources.

C. The Lessee shall be responsible for the care of his/her livestock in accordance with the Navajo Nation Livestock and Foreign Animal Disease Response Act, 3 N.N.C. § 1501 *et seq.* Neglect of livestock shall be cause for termination of the lease.

D. The Lessee shall accept the lands and improvements such as, fences, cattle guards, corrals, windmills, water tanks, and forage in an “as is” condition upon acceptance of the lease.

E. A lien may be granted on any and all livestock grazed on Navajo Nation Ranches in the event of default of payment or failure to satisfy other provisions of the lease agreement.

F. Any and all improvements, including reconstruction of fences, erection of corrals and/or other structures, shall be subject to the approval of the Navajo Nation Ranch Program, Department of Agriculture through the Executive Director, Division of Natural Resources, or his/her designee.

G. Livestock with brands so specified in the lease agreement shall be the only livestock authorized to graze or be held on Navajo Nation Ranches.

H. Lease agreements shall be non-transferable and are not to be sublet or assigned to heirs. At the time of application, the Lessee may designate an alternate Lessee for the purpose of completing the full term of the lease period in the event the Lessee cannot (for reasons beyond his control, illness, or death), complete the full term of the lease. The designated alternate Lessee must meet the eligibility criteria as set forth in § 511 of this Plan of Operation and must sign the application and lease agreement and abide by the rules and regulations of the lease agreement. If the alternate Lessee is not designated by the applicant, Navajo Nation Ranch Program, Department of Agriculture through the Executive Director, Division of Natural Resources, may designate an alternate Lessee in the event that the Lessee is unable to complete the full term of the lease.

I. All Lease agreements shall be for a period of 10 years with the option for renewal for another 10 year term, provided that a recommendation is made by the Navajo Nation Ranch Program, Department of Agriculture through the Executive Director, Division of Natural Resources. Such recommendation shall be based on payment history, good performance, evaluation and demonstrate sound stewardship of the Navajo Nation Ranches. At any time during the term of the lease, the lease may be terminated for any violation of the terms herein.

J. Upon expiration or any earlier termination (not due to any default on the part of the Lessee), of the lease agreement, the Navajo Nation will conduct a field inspection of all improvements on the leased premises to determine which improvements will remain on the premises. Fair compensation will be provided for such improvements pursuant to 16 N.N.C. § 1401. Any other improvements shall become the property of the Navajo Nation, after 90 days from the termination date, if the Lessee does not exercise the option to remove said improvements. Any removal of improvements shall be approved by the Navajo Nation Ranch Program, Department of Agriculture through the Executive Director, Division of Natural Resources, per the field inspection.

V. NNDA/TRIBAL RANCH PROGRAM RESPONSIBILITIES

1. Provide all reasonable and necessary information to the Applicant in reference to the Competitive Ranch Unit Bid.
2. Ranch Unit map is available at the NN Tribal Ranch Program offices in Window Rock, AZ. Provide NN Ranch Program Inventory information for each ranch unit available for competitive bid.
3. All questions regarding the Competitive Ranch Unit Bid must be submitted in writing to NNDA by email – rjune86515@yahoo.com – or to NNDA offices by Wednesday, January 6, 2010, 5:00 pm. Responses will be posed at the NNDA offices and on the website by Friday, January 8, 2010, 5:00 pm.
4. A Non-mandatory Pre-Bid Conference is scheduled Wednesday, January 6, 2010, 9:00 am, at the Navajo Nation Parks and Recreation (NPR) Conference Room, NPR Office Building, Window Rock, AZ.
5. Bid opening is scheduled for Thursday, January 14, 2010. The bid opening is NOT open to the public.
6. The Review & Selection Committee will rank qualified Applications for each available Ranch Unit and will set aside the top five (5) Applications for each Ranch Unit. From these top five (5) Applications, the Review and Selection Committee will open the Ranch Unit bid. The highest dollar bid from this pool of five (5), will be declared the winner of the competitive bid for that Ranch Unit.
7. Should there be a tie for the highest bid submitted, tie-breaker bidding will be accomplished. Both Applicants will be requested to submit a second bid. Until a winning bid is submitted, this process shall be followed.
8. The Review & Selection Committee will submit the bid results to the NN Ranch Program Manager and NNDA Department Director for review and approval. Once Review and Approval has been completed, the Review & Selection Committee will contact the winners with an award notice by January 22, 2010. The winners are expected to accept their award within a reasonable time period.
9. The NNDA will use all reasonable effort and resources to assure the lease is submitted to the Navajo Nation SAS process by 02/01/2010.
10. Upon completion of the Navajo Nation SAS process the Applicant will be expected to adhere to established payment methods.

VI. APPLICANT'S BASIC RESPONSIBILITIES:

1. All bidders must adhere to the published Legal Ad for proper bid participation.
2. All bidders are responsible for all costs association with the bid.
3. All participants are expected to display professional conduct. Any improper conduct be grounds for disqualification.

VII. PROPOSAL REQUIREMENTS:

1. Each bidder is required to submit a separate Application with requested attachments and a bid for each Ranch Unit available for bid.
2. On a separate page, the bidder shall submit the following information a dollar bid offer for the subject Ranch Unit indicating the Ranch Unit number.
3. Please see the subject Application for further requirements.

VIII. Title 3, NAVAJO NATION CODE, § 501 - 515

All qualified bids are evaluated in accordance with the Navajo Nation Code – Title 3, NNC, § 501- 515. The Navajo Nation will reserve the right to offer an award to the winning bidder.

IX. COMPLIANCE AND SOVEREIGN IMMUNITY

The Ranch Unit Lease shall be in compliance with established Navajo Nation laws and procedures, including the Navajo Nation Code – Title 3, NNC §501 – 515. The laws of the Navajo Nation shall govern the interpretation and performance of the Lease and the rights and remedies of the parties. Nothing herein or within the contract shall constitute or imply a waiver of sovereign immunity of the Navajo Nation.