

**REQUEST FOR PROPOSAL**  
**NAVAJO LAND DEPARTMENT AND DIVISION OF NATURAL RESOURCES**  
**Real Estate Broker Services**  
**Phoenix Metropolitan Area**

**RFP BID NO. 24-10-3496SB**

**I. PURPOSE OF REQUEST**

The Division of Natural Resources (DNR) and the Navajo Land Department (NLD) desire to obtain real estate broker agent services for the acquisition of real property with improvements within the Phoenix, Arizona Metropolitan area as soon as possible. The Navajo Nation has obtained an approved Letter of Intent for the purchase of a property of interest to the Navajo Nation within the Phoenix Metropolitan area. In the event, the sale and purchase of the aforementioned property does not close, the real estate broker shall continue with the property selection and acquisition process.

**III. SCOPE OF WORK**

The Broker shall represent the Navajo Nation by working under the Navajo Land Department and the Division of Natural Resources, assist with negotiations, prepare or assist in the preparation of a real estate purchase agreement and review all necessary contract documents for the purchase. The services to be provided will include every step of a real estate purchase transaction, from searching for the desired property to closing of escrow and final purchase in collaboration with the elected Title and Seller's representative(s).

The Broker shall use standards of practice used in Real Estate transactions to represent the Navajo Nation working under the Navajo Land Department and the Division of Natural Resources. As a general matter, the Broker will meet with the assigned Team to search for properties that meet the criteria that will be provided by the assigned Team, draft a Letter of Intent when a property is selected, draft or assist in the drafting of a Purchase Contract to be reviewed by the Division of Natural Resources attorney and the Navajo Nation Department of Justice. In the case of the going concern, NLD and DNR have selected an acceptable real estate purchase agreement form. The Broker will advocate, negotiate and work for the benefit of the NLD and the DNR based upon a fiduciary responsibility to the Navajo Nation. The Broker will also review any documents such as the title report, due diligence reports, documents from Seller's representative or Title Company, assist involved Divisions and Departments that will manage and be part of the transition after closing as part of due diligence, and help with interior transaction package in accordance with the Navajo Nation Land Acquisition Act and its implementing Rules and Regulations. The Broker agrees to keep all information confidential and will not disclose any information specified by the NLD and the DNR in whole or in part or reveal any of the aforementioned confidential information to any persons whatsoever other than the NLD and the DNR, unless otherwise approved.

The Broker must have worked for the Navajo Nation prior and be familiar with the Navajo Nation Land Acquisition Act and its implementing Rules and Regulations. The Broker must have

a valid Real Estate Broker License issued by the State of Arizona, Arizona Department of Real Estate.

#### IV. TIME SCHEDULE

It is the DNR's and NLD's intent to follow the foregoing process and timetable to procure the services of a consultant. At the DNR's and NLD's discretion, it may change the estimated dates and the process set forth below as it deems necessary, including but not limited to interviews.

DNR issues RFP Bid Solicitation Notice	October 16, 2024
Deadline for Submission of Proposals by 5:00 p.m., MDT	October 21, 2024
Evaluation of submitted bids	October 23, 2024
Notice of selection and initiate award process	October 24, 2024
Notice to Proceed issued	October 25, 2024

#### V. PROPOSAL

All interested parties are invited to review and respond to this Request for Proposal (RFP) at their discretion. All questions pertaining to the contents of this RFP, as a respondent, can contact via email Mr. Byron Bitsoie, Sr., Department Manager III, Navajo Land Department at [bbitsoie@navajo-nsn.gov](mailto:bbitsoie@navajo-nsn.gov) or [bbitsoie@nnld.org](mailto:bbitsoie@nnld.org).

All parties responding to this bid are instructed to submit or send five (5) proposals (1 original and 4 copies) to the following address:

The Navajo Nation  
Navajo Land Department-Department Manager  
Attention: Byron Bitsoie, Sr., Department Manager III  
Post Office Box 2249  
Window Rock, AZ 86515.  
Physical Address: 2B Taylor Rd., Bldg. No. 8966, St. Michaels, AZ 86511  
Telephone No.s: 928.871.6401 or 6440  
Fax No.: 928.871.7039

All responses to this bid shall be sent or hand delivered in a sealed envelope, including a return address, and clearly marked on the outside of the envelope the following:

**“BID NO. 24-10-3496SB  
NAVAJO LAND DEPARTMENT  
REAL ESTATE BROKER SERVICES PROCUREMENT  
DO NOT OPEN-BID PROPOSAL  
NBOA Priority Status (Priority One; Priority Two or Non-Priority Status)”**

All proposals must be received by 5:00 p.m. Mountain Daylight Time on Monday, October 21, 2024. **Proposals will not be accepted after this deadline.**

## **VI. GENERAL INFORMATION AND GUIDELINES FOR THIS RFP**

### **A. DESCRIPTION OF THE ORGANIZATION**

The Navajo Nation Division of Natural Resources is the responsible agency of Navajo Nation government for the protection, restoration, conservation, management, and development of Navajo Nation natural and cultural resources, including approval of land acquisitions. The Navajo Land Department is the responsible agency to authorize and manage the non-mineral development and use of all Navajo Nation lands, as well as manage and administer the acquisition and use of Navajo Nation real property.

### **B. RESPONDENT REQUIREMENTS**

1. All respondents must have the capabilities listed herein, including sufficient detailed information with regard to experience and expertise in meeting the following requirements:

a. A legitimate and credible real estate broker with a minimum of five (5) years of experience and history with providing the described services.

b. The Navajo Business Opportunity Act (5 N.N.C. §§ 201 and 215), the Navajo Business and Procurement Act (12 N.N.C. §§ 1501-1516), Navajo Nation Procurement Code (12 N.N.C. §§ 301-371), and the Navajo Preference in Employment Act (15 N.N.C. §§ 601 *et seq.*), with all implementing regulations, will apply.

c. Working Knowledge of the Navajo Nation Land Acquisition Act (Resolution No. CAU-44-16) and the Navajo Nation Land Acquisition Rules and Regulations (Resolution No. RDCO-78-16).

d. Must have a valid Real Estate Broker license issued by the State of Arizona, Arizona Department of Real Estate.

e. Must have provided real estate broker services to the Navajo Nation in the past.

f. The NLD and DNR reserve the right to request clarification of information submitted, and to request additional information from any proposer. DNR also reserves the right to request an interview, if necessary.

g. The information submitted will be analyzed and may be shared internally, appear in reports, as appropriate and at the NLD's and DNR's discretion. Proprietary, classified, confidential, or sensitive information should be clearly marked in your response. The NLD and DNR reserve the right to use any non-proprietary information. No basis for claims against the NLD or DNR shall arise as a result of a response to this RFP or from the NLD's and DNR's use of such information. (Proprietary information submitted in response to this RFP will be handled in accordance with the Navajo Nation Privacy and Access to Information Act). Each

and every page of the proprietary material must be labeled or identified with the word **“PROPRIETARY.”**

h. Nothing in this RFP is intended to or shall have the effect of waiving any privileges or immunities afforded the Navajo Nation, including, but not limited to, sovereign immunity or official immunity and it is expressly agreed that the Navajo Nation retains such privileges.

i. **Insurance.**

1. The selected entity, upon receiving authorization to proceed, Consultant shall procure and maintain, during the life of this contract, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance policies including Errors and Omission Insurance. All insurance documents must include a provision of 30 days written notification to the NLD, Department Manager, if a policy has been materially changed or canceled. The entity selected shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the NLD and DNR from claims which may arise out of or result from any obligation under this agreement, whether such obligations are the Consultant's or those of a subcontractor or any person or entity directly or indirectly employed by said Consultant. Minimum coverage is as follows:

<b><u>Workers Compensation</u></b>	<b><u>Statutory Coverage</u></b>
Employers Liability coverage with minimum limits of <b>\$1,000,000/\$1,000,000/\$1,000,000</b>	
<b>Commercial General Liability coverage, ISO CG 0001 Form or equivalent limits of:</b>	
Bodily Injury/Property Damage:	<b>\$1,000,000 Each Occurrence \$2,000,000 Aggregate</b>
Products/Completed Operations:	<b>\$1,000,000 Each Occurrence \$2,000,000 Aggregate</b>
Products/Completed Operations:	<b>\$1,000,000 Each Occurrence \$2,000,000 Aggregate</b>
Pollution Legal Liability	<b>\$1,000,000 Each Occurrence</b>
<b>Business Automobile Liability</b>	
Combined Single Limit:	<b>\$1,000,000 Each Occurrence</b>
Business Automobile Liability Insurance shall include coverage for use of all owned, non-owned, and hired automobiles and vehicles:	
<b>Independent Contractors:</b>	<b>Included</b>
<b>Contractual Liability:</b>	<b>Included</b>
<b>Errors and Omissions:</b>	<b>\$1,000,000 Aggregate</b>

**Professional Liability:** \$1,000,000 Each Occurrence,  
\$2,000,000 aggregate

**The Navajo Nation shall be named as additional insured for general and auto liability coverage.**

**All coverages should include a waiver of subordination. All coverages should be primary and the Navajo Nation's coverage non-contributory.**

The selected Consultant or "offeror" shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the NLD and DNR, such limits shall be certified and shall apply to the coverage afforded the NLD and DNR under the terms and conditions of the contract as though required and set forth in the contract. The Consultant shall furnish to the NLD and DNR copies of any endorsement that is subsequently issued amending coverage of limits.

2. **Approval of Insurance:** Even though a "Notice to Proceed" may have been given by the NLD, the Consultant shall not begin work under a contract issued from this RFP, or solicitation until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the Navajo Nation Department of Insurance Services, NLD, and DNR. Neither approval, nor failure to approve, certificates, policies, or insurance by the NLD and DNR shall relieve the Consultant of full responsibility to maintain the required insurance in full force and effect.

3. **Increased Limits:** If, during the life of the agreement issued by this RFP or solicitation, maximum limits of the liability required under by the Navajo Nation Insurance Services Department increase, the NLD and DNR may require the successful Consultant under this RFP to increase the maximum limits of any insurance required herein. In the event that the successful Consultant is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.

h. **Tax.** All appropriate taxes should be included in the cost of service including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax of 6% (24 N.N.C. §§ 601 *et seq.*).

i. **Termination.** This RFP may be canceled at any time and any and all statements may be rejected in whole or in part, when the NLD Department Manager determines such action to be in the best interests of the NLD.

j. **Sufficient Appropriation.** Any contract awarded as a result of this RFP may be terminated if insufficient appropriations or authorizations do not exist. Sending written notice to the consultant will affect such termination. The NLD's decision as to whether sufficient appropriations and authorization are available is in the sole discretion of the NLD and shall be final and binding upon the consultant. If the determination is made that there is insufficient funding to continue or finalize a project, the consultant will be compensated to the level of effort performed, as authorized by the NLD Department Manager prior to that determination.

k. **Notice.** The Navajo Nation Ethics in Government Law imposes penalties for bribes, gratuities, and kickbacks.

l. **Ownership of Documents.** The purchase agreements, real estate indentures, letters of intent, transaction documents, appraisals, inspection reports, title reports, title commitments and insurance policies, all due diligence reports and investigation reports, environmental inspections, investigations, and reports, reports, drawings, plats, specifications, CAD files, and other project documents are the property of NLD and DNR and will not be returned to Respondent. The contract has certain requirements as to the rights and responsibilities of the NLD, DNR, and Consultant. Record drawings and documents are to be delivered to NLD and DNR.

m. **Indemnification:** To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and other agents from and against any and all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions, and performance under the contract. The Vendor further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Respondent to defend at its own expense or to provide for such defense, at the Navajo Nation's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Navajo Nation which may result from the operations and activities under any Contract resulting from this RFP.

The award of this Contract to the Respondent shall obligate the Respondent to comply with the foregoing indemnity.

2. The respondent will furnish all requested information as specified in this RFP.

**E. DELIVERABLES**

The planner shall complete the scope of work and provide the following:

Deliverables
1. Search for properties within the desired criteria and areas.
2. Review Purchase Process with the Navajo Land Department, the Division of Natural Resources, the Division of Children and Families (formerly Division of Social Services) , and any other selected departments or divisions and any others.
3. Draft or assist in the Drafting of the Letter of Intent and Purchase Contract to be utilized for purchasing property.

4. Revise any verbiage changes required by the Navajo Department of Justice and the Division of Natural Resources depending on which contract is to be used and send to the Navajo Land Department and the Division of Natural Resources appointed Signatory upon property selection.
5. Review properties with core Team to select the property (ies) desired to schedule a site visit.
6. Do site visit with core Team.
7. Upon receiving the selected confirmation from the core Team and the President of the Navajo Nation, complete Letter of Intent to Lease and/or Purchase. Review Lease Agreement, as applicable, and Complete the Purchase Contract to be submitted for 164 review and President's signatures.
8. Present the Letter of Intent and/or Purchase Offer to Seller's real estate agent/broker or Seller's attorney.
9. Upon Seller's acceptance of the Purchase Offer or counteroffers continue communication with either Seller's real estate agent/broker and prepare Earnest Money request form.
10. Upon Seller's acceptance and execution of the Purchase Contract open Escrow with selected Title Company- send contract, and any other required documents. Earnest Money to be sent by the Navajo Nation Office of the Controller.
11. Upon obtaining an executed Lease Agreement or upon Closing of Escrow for real estate purchase ensure keys are provided to the Division of Children and Families (formerly the Division of Social Services).
12. Upon obtaining an executed Purchase Contract, schedule due diligence inspections in coordination with the Navajo Land Department and obtain title documents for review
13. Review title documents, due diligence reports with core Team and work on the internal transaction package submission and signature of the Navajo Land Department Land Manager's and Division of Natural Resources Director's recommendation to purchase.
14. Work with core Team and all involved Divisions on management and transition plan to be included in the due diligence.
15. Draw up any necessary addendum to the contract.
16. Communicate with the Navajo Land Department and the Division of Natural Resources and the Navajo Nation Office of the Controller concerning closing purchase monies. Give the Navajo Nation Office of the Controller the Title Company's wire instructions.
17. Prepare for Closing with the Navajo Land Department, the Division of Natural Resources, the Navajo Nation Office of the Controller, Escrow Agent/Title Company, and Seller.
18. Review Final Settlement Statement from Title Company with core Team.
19. Schedule final signatures with the Navajo Land Department and the Division of Natural Resources appointed Signatory and Title Company.
20. Advise the Navajo Land Department, the Division of Natural Resources, and the Navajo Nation Office of the Controller to wire closing funds.
21. Monitor County Recorder's Office Recording with Title Company.

22. Give core Team and all involved Divisions and Departments notice of the Recording and obtain keys.

23. Give keys and prepare for congratulatory event (if applicable).

**F. PROPOSAL CONTENT AND REQUIRED INFORMATION**

Please utilize the outline described below with five (5) copies.

1. Organizational letter expressing your interest and a brief description of your proposed services. Do not reveal or make reference to the cost in this letter.
2. Organization qualifications and project experience. Include references.
3. Scope of Work
4. Product Specifications (if any)
5. Design (detailed plan depicting problem solving and recommendations).
6. Schedule, including proposed site visits.
7. Copies of licenses, certifications (*NBOA Priority Status*), insurance certificates, and other relevant documents.
8. Subcontractor Information, if applicable
  - a. Subcontractor work should not exceed the majority of percentage of entire project.
9. Costs to be submitted in a separate sealed envelope. Detailed breakdown of costs: Material, Labor, and other applicable costs; 6% Navajo Nation Sales Tax.
10. Compliance: Any proposal that does not adhere to this format and does not address each specification, requirement, or scope of work as outlined, may be deemed non-responsive and rejected on that basis.

**G. EVALUATION PROCESS (pre-qualifying process)**

1. Evaluation Criteria
  - a. Qualifications, credentials, and minimum five (5) years' work experience. This includes the capabilities to provide all requested services. (20 points)
  - b. Quality of products, ability to provide requested work products, scope of work and deliverables, problem solving and recommendations, and warranty services. (30 points)
  - c. Project schedule. (20 points)
  - d. *Cost (separate sealed envelope)*. (30 points)



2. The NLD and DNR reserve the right to interview respondents if deemed necessary due to tied scores or other legitimate matters.
  - a. This may entail a presentation from the respondent for clarification and/or details on requested work products or other requirements. The presentation will be scheduled to be presented in Window Rock, AZ (if necessary). It is NLD's intention to award one (1) vendor to provide all services as specified.

#### **H. TYPE OF CONTRACT**

The Navajo Nation will utilize a standard Professional Services Contract agreement form for the procurement of goods and services for this project.

#### **I. PERIOD OF PERFORMANCE**

The period of performance will be determined and negotiated based on the schedule proposed by the respondent and the contract implementation date.

#### **J. TECHNICAL DIRECTION**

The Navajo Nation NLD point of contact is Byron Bitsoie, Sr., Department Manager III, for inquiries related to the project and other matters. Questions and responses will be shared with all respondents. Mr. Bitsoie's email address is [bbitsoie@navajo-nsn.gov](mailto:bbitsoie@navajo-nsn.gov) or [bbitsoie@nml.org](mailto:bbitsoie@nml.org).

#### **K. PAYMENT AND SUBMISSION OF INVOICES**

The Navajo Nation Professional Services Contract agreement form will provide information concerning this section.

#### **L. RIGHTS**

The Navajo Nation reserves the right to reject any and all proposals, in whole or in part, based upon the requirements set forth in this RFP.

#### **M. AGREEMENT TERMS AND CONDITIONS**

The Navajo Nation is not bound to enter a contract under this RFP and may issue a subsequent RFP for the same services, and

The Navajo Nation is a sovereign government and all contracts entered into as a result of this RFP shall comply with Navajo Nation law, rules and regulations, including the Navajo Preference in Employment Act (15 N.N.C. §§ 601 *et seq.*), and applicable federal law, rules, and regulations. This procurement and any RFP with respondents that may result shall be governed by the laws of the Navajo Nation and applicable federal and state laws. Nothing herein shall be construed as a waiver of the Navajo Nation's sovereign immunity. In addition, the Navajo Nation Business Opportunity Act, Navajo Nation Procurement Act, and Business Preference Act will apply to this RFP.

**10/15/24**