February 3, 2023

**CHIPPEWA CREE TRIBE/ROCKY BOY HEALTH BOARD**

**REQUEST FOR QUOTES**

**FOR**

**APPRAISAL SERVICES FOR FAIR MARKET RENTAL ANALYSIS FOR TRIBALLY-OWNED OFFICE, RESIDENTIAL AND OTHER BUILDINGS ON TRUST LAND WITHIN THE ROCKY BOY’S RESERVATION USED TO OPERATE FEDERAL CONTRACT OR COMPACT PROGRAMS FROM THE FEDERAL GOVERNMENT**

1. **OVERVIEW AND BACKGROUND**

The Chippewa Cree Tribe and Rocky Boy Health Board is seeking quotes for services from a qualified real estate appraiser with experience working with Indian Tribes to provide a Fair Market Rental Analysis for tribally-owned office, residential and other buildings on tribal trust lands used to operate Bureau of Indian Affairs (BIA), Bureau of Education (BIE) or Indian Health Service (IHS) federal contract or compact programs under Section (l) of the Indian Self-Determination and Education Assistance Act (ISDEAA) 25 USC § 5324.[[1]](#footnote-1)

Under Section 105(l) of ISDEAA, the Secretary is required to enter into a lease with a tribe, upon the tribe’s request, for a facility the tribe uses to carry out the tribe’s responsibilities under a contract or compact, commonly referred to as a *105(l) lease*. They're not traditional leases. They are facility cost agreements that compensate the tribe or the tribal organization owner for a facility's operational expenses associated with using the facility to administer or to deliver contracted and/or compacted Programs, Functions, Services, and Activities (PFSAs).

Regulatory requirements for 105(l) leases are at 25 CFR 900 Sub Part H which is lease of tribally owned buildings by the Secretary which consists of Section 900.69 to 900.74. A tribe or a tribal organization must have one of the following to enter into a 105(l) lease negotiation. And that is title to the facility, a leasehold interest in the facility or a trust interest in the facility. And secondly, the facility must be used to carry out an ISDEAA compact for contract.

Section 105(l) proposals must request that compensation be based on one of the following. Either fair market rental, a combination of cost elements listed in 25 CFR Section 900.70 and fair market rental or the cost elements listed in Section 900.70 only.

The cost elements at 900.70 Section A through H include things, like, rent, depreciation, reserve, principal and interest, operations and maintenance, unscheduled and scheduled maintenance, security services, management fees and other reasonable costs. So to underscore costs included in the compensation must be reasonable and not duplicative. And by that we mean not already federally funded under another agreement.

1. **PURPOSE AND SCOPE OF WORK**

The purpose of the appraisal is to provide a written independent appraisal of the fair market rent for the subject properties used to house office space subject to the Section 105 (l) lease provisions of the Indian Self-Determination Act and to determine a lease rate for those subject properties.

The subject tribally-owned building properties are as follows:

Chippewa Cree Tribe: (approximate square footage to be confirmed by appraiser)

1. Tribal Office Bldg – 20,806 sq ft
2. Tribal Office Garage – 1000 sq ft
3. Tribal Office Safety – 1,301 sq ft
4. Tribal Social Services Bldg – 2,414 sq ft
5. Tribal Courts Building – 6,310 sq ft
6. Tribal Roads Transportation Blue Bldg/Propane/Courts – 6,361 sq ft
7. Tribal Water Resources Department Bldg – 4,387 sq ft
8. Tribal Records Bldg – 765 sq ft
9. Tribal Roads Garage/Supply Bldg – 4,646 sq ft
10. Tribal Roads Garage Shop – 3,029 sq ft
11. Tribal Maintenance Shop/Bldg – 3,522 sq ft
12. Tribal Natural Resources & Forestry Bldg – 4,850 sq ft
13. Stone Child College Buildings:
	1. Conference Room – 1,316.72 sq ft
	2. Bookstore – 887.86 sq ft
	3. Front Foyer/Lobby – 3,690.64 sq ft
	4. Hallway to Lobby/Payroll – 1,342.4 sq ft
	5. Library/Payroll/Computer Lab – 6,076.8 sq ft
	6. JOM & Higher Education – 34,416.42 sq ft
	7. Stonechild Gym – 22,455 sq ft
14. Rocky Boy Detention Center Bldg – 35,618 sq ft

Total Approximate Square Footage: **165,194.84 sq ft**

Rocky Boy Health Center: (approximate square footage to be confirmed by appraiser)

1. Mobile Storage Garage - 5000 sq ft
2. EMS - on call home - 1439 sq ft
3. EMS - garage storage
4. 1 locum trailer – 896 sf ft
5. 1 locum trailer – 896 sf ft
6. 1 locum house – 1468 sf ft
7. Wellness Center - 16k sq ft
8. yellow storage building – 1088 sq ft

Total Approximate Square Footage: **170,787 sq ft**

1. **SUBMISSION OF QUOTES, COMPENSATION AND PAYMENT TERMS**

Please provide your quote for the Fair Market Rental Analysis, including payment terms. All submissions are subject to negotiations with the Chippewa Cree Tribe and Rocky Boy Health Board. The Chippewa Cree Tribe and the Rocky Boy Health Board reserve the right to reject any and all submissions to this RFQ.

1. **EVALUATION CRITERIA**

Fair Market Rent Analysis, as defined by federal guidelines.

1. **REPORT FORMAT AND DELIVERY DATE**

Narrative appraisal report needed 30 to 45 days from engagement.

1. **ADMINISTRATIVE INFORMATION FOR SUBMISSION OF QUOTES**

Contact Person for RBHB:

**Tessie LaMere**

Chief Operating Officer

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Contact Person for CCT:

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Chief of Staff

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1. 25 USC § 5324 provides that Tribes carrying out Federal functions under a self-determination contract or self-governance compact may enter into a lease agreement to cover facility operation costs. [↑](#footnote-ref-1)