

**CHEROKEE NATION  
REQUEST FOR PROPOSAL**

**REAL ESTATE APPRAISAL SERVICES  
CERTIFIED GENERAL APPRAISER**



**Acquisition Management  
On Behalf of the  
Real Estate Services Group**

**CHEROKEE NATION  
P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5000**

**Cherokee Nation  
Request for Proposal  
Real Estate Appraisal Services  
Certified General Appraiser**

**Introduction:**

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The jurisdictional area of the Cherokee Nation (hereinafter referred to as Nation) covers 14 counties in Northeastern Oklahoma.

The Nation's Real Estate Services Group is responsible for administering laws, regulations, policies and procedures to protect and manage Cherokee Nation lands and the restricted and trust lands of individual Indians within the 14-county jurisdictional area of the Nation.

The Nation is seeking proposals from interested, qualified professionals that are Certified General Appraisers to provide state certified general appraisal to develop an opinion of market value, market rental, damages, etc., of a referenced property within the fourteen (14) counties of the Cherokee Nation as required by the Real Estate Services Group. The work includes all labor, materials, equipment, transportation, tools, quality control, administration, services, and supplies necessary to complete all phases of the project.

The Cherokee Nation Real Estate Services Group will coordinate the project(s). The initial timeframe for this project will have a performance period ending September 30, 2021, with the option to renew for the next 2 fiscal years based upon satisfactory performance, agreement of both parties, and funding availability. The appraisals will be performed on Individual Restricted Land, Individual Trust Land, Tribal Trust Land and Fee Simple Lands. The appraisal areas include very remote, rural locations. The Cherokee Nation reserves the right to award to multiple offerors.

The Nation will be accepting proposals from Indian and Non-Indian parties. Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will

be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

### **General Information:**

**Purpose of the Request for Proposal (RFP):** The NATION, is soliciting detailed, proposals from interested, qualified parties that are Certified General Appraisers to complete and provide state certified appraisals.

**Other Licenses and Registrations Requirement:** All contractors are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional license, Certified General Appraiser, is required and must be submitted with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the contractor.

**TERO CERTIFICATION & INFORMATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in sealed proposal submittal.

TERO requirements may apply to award of contract. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with current TERO Legislation for this project.

**Conflict of Interest and Restrictions:** If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted with the proposal to the attention of **Cherokee Acquisition Management, Pam Jumper.**

**Verbal Instructions:** Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions shall apply to any subsequent award and agreement communications.

**Contact Person:** Any additional information required or questions regarding this RFP should be submitted, in written format only to Cherokee Acquisition Management, Pam Jumper, by email to [pam-jumper@cherokee.org](mailto:pam-jumper@cherokee.org) in the email subject line list: [RFP – REAL ESTATE APPRAISAL SERVICES](#).

**Deadline for Receipt of Proposals:** Proposals may be e-mailed to Pam Jumper at [pam-jumper@cherokee.org](mailto:pam-jumper@cherokee.org) and the subject line must reference “[RFP – REAL ESTATE APPRAISAL SERVICES](#)” no later than **February 12, 2021 by 5:00 p.m.** Proposals received after this deadline will not be considered and will not be considered for award. No responding party may withdraw their proposal within 90 days after proposal due date.

**Cancellation of the RFP:** The NATION retains the right to cancel, modify or amend the RFP process at any time, at the NATION’s sole discretion. The NATION shall not be responsible for costs incurred by contractors for proposal preparation.

**Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.

**Multiple Proposals:** The NATION shall not accept multiple proposals for the same type of appraisals from the same contractor.

**Disclosure of Proposal Contents:** A proposal’s content shall not be disclosed to other contractor’s.

**Retention of Proposals:** All proposals and other material submitted become the NATION’s property and may be returned only at NATION’s option.

**Cost of Proposal Preparation:** Any and all costs incurred by contractor’s in preparing and submitting a proposal are the contractor’s’ responsibility and shall not be charged to the NATION or reflected as an expense of the resulting contract.

**Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

**Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION’s prior written approval.

**Other Governmental Requirements:** It is the responsibility of the contractor to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.

**Qualification of Responding Party:** The Nation may make such investigations as deemed necessary to determine the ability of the responding party to perform the work. The responding party shall furnish to the Nation all such information and data for this purpose upon request. The Nation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responding party fails to satisfy the Nation such responding party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

**Binding Contract:** This RFP does not obligate the NATION or the selected contractor until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officers. The NATION shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.

**Concerns with the Special or General Provisions:** If a contractor has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Cherokee Acquisition Management (Attn: Pam Jumper).

The NATION reserves the right to not award or to cancel the award of a contract to a contractor who will not agree to all of the Special or General Provisions of said contract. It is the intent of the NATION to utilize only the NATION'S terms and conditions for any subsequent agreement based on award from this RFP.

An award for this project will be made subject to available funding. Firms are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

**Governing Laws and Contract:** The Cherokee Nation will make this RFP and the successful Contractor's proposal a part of the contract. This RFP and any subsequent contract and related documents shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this RFP, any subsequent documents or contract or related documents shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFP or any subsequent

document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation will make the final decision on the contract format to be utilized for any award(s) under this procurement. There will be no Arbitration, Mediations or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFP, the Contractor agrees to these terms and conditions.

**Additional Terms and Conditions:** The NATION reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.

**Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract for any reason, including completion of the project within the amount of funds available for the project and/or as proposed, the NATION may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract. The NATION shall not be responsible for costs incurred by the contractor resulting from contract negotiations.

## **Terms and Conditions:**

**Acceptance of Conditions Governing the Procurement:** Vendors acceptance of conditions governing this procurement is indicated by the submission of a proposal.

**Incurring Cost:** Any costs incurred by the vendor in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations upon the Nation's request.

**Amended Proposals:** Any vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

**Vendor's Right to Withdraw Proposal:** Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Pam Jumper, at [pam-jumper@cherokee.org](mailto:pam-jumper@cherokee.org).

**Proposal Offer Firm:** Responses to this RFP, including proposal prices, will be considered firm for 90 days after the date of receipt of the proposal.

**Proprietary Information:** Any restriction on any data included in any proposals must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY".

**Location of Services:** 14 county jurisdictional area of the Cherokee Nation in northeast Oklahoma.

**Term of Proposed Contract:** NATION anticipates establishing a contract with a performance period ending September 30, 2021 with the option to extend into the next 2 fiscal years based on funding availability, satisfactory performance, and mutual agreement.

**General Responsibility:** The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide the services as outlined in this RFP scope of work.

**Contractor's Compensation:** Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor's proposal, as negotiated. This shall include any proposed subcontractor pricing.

**Subcontracts:** Contractor is solely responsible for fulfillment of the contract terms. NATION will make payments only to the Contractor. Contractor must identify in response to this RFP any subcontractors that may perform services on the project. Except for those subcontractors identified by the Contractor in response to the RFP, Contractor shall not subcontract any portion of the services to be performed under this contract without prior written approval of NATION. The NATION reserves the right to approve or disapprove any subcontractors.

Contractor shall notify NATION no less than ten (10) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. Any subcontract must be in writing and contain provisions consistent with the Contractor's obligations pursuant to this contract.

Approval of any subcontract shall not obligate NATION the subcontractor against NATION or its agents, employees, representatives, directors, officers, successors or assigns.

The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor. All sums due to any suppliers must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

**Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:** The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for:



commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

**DRUG AND TOBACCO FREE WORKPLACE:**

- Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- The Nation will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.
- The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- A copy of responding party's Drug Free Workplace statement shall be included with the proposal or else the successful responding party will be deemed to accept and agree to use the statement provided by Nation.
- The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

**Indemnity and Insurance:** The Cherokee Nation assumes no responsibility for negligent acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the insurance coverage the NATION considers appropriate. The offeror will keep harmless and indemnify the Cherokee Nation against any or all loss, cost, damage, claims, expense or liability for all acts related to quality care management and enforcement of this contract.

Following are the insurance requirements for this contract; certifications will be requested from successful party:

- General Liability, including premises/operations and products/completed operations
  - \$1,000,000 each occurrence/\$1,000,000 annual aggregateSuch policy will name Cherokee Nation as an additional insured and include a waiver of subrogation in favor of the Cherokee Nation.
  
- Professional Liability, covering professional services rendered under this contract.
  - \$1,000,000 each wrongful act/\$3,000,000 annual aggregate.Professional Liability policies issued on a claims-made basis must include a three year extended reporting endorsement, in the event the coverage is cancelled or non-renewed by the contractor.
  
- Automobile Liability, including hired and non-owned auto
  - \$300,000 combined single limitSuch policy will name Cherokee Nation as an additional insured and include a waiver of subrogation in favor of the Cherokee Nation.
  
- Workers' Compensation – statutory to the State of jurisdiction  
Employers' Liability –
  - \$500,000/\$500,000/\$500,000Such policy will include a waiver of subrogation in favor of the Cherokee Nation

All coverage will be written with an AM Best “A X” rated carrier. Contractor will provide a certificate of insurance to the Cherokee Nation, evidencing coverage outlined above.

**Availability of Funds:** Any contract awarded as a result of this RFP is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified in writing of such terminations. The vendor will accept, as final, the Nation's decision as to whether sufficient appropriations and authorizations are available.

**Legal Review:** The Nation requires that all vendors agree to be bound by the general requirements contained in this RFP. Any vendor concerns must be properly brought to the attention of Shelly McClain, Cherokee Nation Purchasing Manager.

**Governing Law:** This RFP and subsequent agreements shall be governed by, construed, and enforced in accordance with the laws of the United States, and where applicable, the laws of the Cherokee Nation.

**Contract Terms and Conditions:** The contract between the Cherokee Nation and the vendor will follow the standard format of the Cherokee Nation.

**Vendor's Terms and Conditions:** Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Cherokee Nation.

**Right to Waive Minor Irregularities:** The proposal evaluation committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Nation reserves the right to accept or reject any and all proposals received and to negotiate with offerors regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

**Ownership of Proposals:** All documents submitted in response to this RFP shall become the property of the Cherokee Nation. Responses received will be retained by the Acquisition Management Department.

**Prompt Payment:** The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the Cherokee Nation.

## **INFORMATION, SCOPE OF WORK, SPECIFICATIONS, AND PROPOSAL SUBMITTAL REQUIREMENTS**

The Cherokee Nation Real Estate Services is seeking proposals from Certified General Appraisers.

License Copy must be submitted with proposal.

The Certified General Appraiser will be required to develop an opinion of market value, market rental, damages, etc. of a referenced property within the 14 county jurisdiction of Cherokee Nation.

An estimate of 20 to 25 appraisals.

Experience in working with U.S. Department of the Interior Appraisal and Valuation Services Office Indian Trust Property Valuation Division – Eastern Oklahoma Region (ITPVD) Review Appraiser or prepared appraisals for approval in the past is preferred as well as experience in doing the type of appraisals listed.

Successful party must submit to a Federal background check.

Successful party must complete appraisals within 7 to 14 days as specified by the Real Estate Services Department.

Payment will not be made until the appraisal is approved by the U.S. Department of the Interior Appraisal and Valuation Services Office Indian Trust Property Valuation Division –Eastern Oklahoma Region (ITPVD)

**Proposals, certifications, and statement of previous experience with U.S. Department of the Interior Appraisal and Valuation Services Office Indian Trust Property Valuation Division –Eastern Oklahoma Region (ITPVD) Each proposal must include the form provided in this RFP and attachments with certification proof and detailed (ITPVD) experience information.**

The mandatory form on pages 13, 14, and 15 must be completed. Interested parties are not limited on the number or types of appraisals, but the area of the form must be completed and submitted.

## **MANDATORY PROPOSAL SUBMITTALS**

- Response form(s); pages 13, 14, 15 of this RFP.
- TERO Certification if applicable
- Copy of Certified General Appraiser License(s).
- Statement of previous of experience with (ITPVD).

# Cherokee Nation Mandatory Response Sheet

**SCOPE OF WORK:** To provide state certified general appraisals to develop an opinion of Market value, Market Rental, Damages, etc., of a referenced property within the fourteen (14) counties of the Cherokee Nation as required by the Real Estate Services Division. The work includes all labor, materials, equipment, transportation, tools, quality control, administration, services, and supplies necessary to complete all phases of the project.

The Cherokee Nation Real Estate Services Division will coordinate the project. The timeframe for the project is stated in RFP. The appraisals will be performed on Individual Restricted Land, Individual Trust Land, Tribal Trust Land, and Fee Simple Lands. The appraisal areas include very remote, rural locations.

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## Market Value

**Description** \_\_\_\_\_ **Appraisal Cost** \_\_\_\_\_

**Appraisal Cost** \_\_\_\_\_

**Timeline for each appraisal to be completed:** \_\_\_\_\_  
(Please state in calendar days)

**Previous Experience with (ITPVD):** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**  
(Please check appropriate area)

**Previous Experience with type of appraisal:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**  
(Please check appropriate area)

## Market Rental

**Description** \_\_\_\_\_ **Appraisal Cost** \_\_\_\_\_

**Appraisal Cost** \_\_\_\_\_

**Timeline for each appraisal to be completed:** \_\_\_\_\_  
(Please state in calendar days)

**Previous Experience with (ITPVD):** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**  
(Please check appropriate area)

**Previous Experience with type of appraisal:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**  
(Please check appropriate area)

**Damages**

**Description** \_\_\_\_\_ **Appraisal Cost**

**Appraisal Cost** \_\_\_\_\_

**Timeline for each appraisal to be completed:** \_\_\_\_\_  
(Please state in calendar days)

**Previous Experience with (ITPVD):** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**  
(Please check appropriate area)

**Previous Experience with type of appraisal:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**  
(Please check appropriate area)

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**Any work to be subcontracted to another company:** \_\_\_\_ **Yes** \_\_\_\_ **No**

**If yes, what type of appraisals will be completed by subcontractor:**

\_\_\_\_\_  
\_\_\_\_\_

**If yes, percentage of work to be completed by subcontractor:** \_\_\_\_\_

**Name of subcontractor:** \_\_\_\_\_

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**TERO Certified:**        **Yes** \_\_\_\_\_        **No** \_\_\_\_\_  
(If yes, copy of certification must be attached).

**Copy-Certified General Appraiser License(s) Attached:** \_\_\_\_ **Yes** \_\_\_\_ **No**

**Statement-Previous experience with (ITPVD) Attached:** \_\_\_\_ **Yes** \_\_\_\_ **No**

**Authorized Signature:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_