



Susana Martinez  
Governor

STATE OF NEW MEXICO  
INDIAN AFFAIRS DEPARTMENT

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Kelly K. Zunie  
Cabinet Secretary  
Suzette A. Shije  
Deputy Cabinet Secretary

November 23, 2015

**RE: NOTICE OF OBLIGATION**

Dear Grantee:

This letter serves to confirm the Notice of Obligation (NOO) requirements associated with tribal entities seeking reimbursements for grant expenditures through the tribal infrastructure and capital outlay programs administered through the Indian Affairs Department (IAD). These requirements are effective July 1<sup>st</sup>, 2015.

1. The Grantee shall submit a third-party agreement in accordance with the Grantee's procurement code and the approved scope of work and budget.
2. The Grantee shall complete and submit:
  - a. a third-party agreement;
  - b. a copy of the Grantee's procurement code;
  - c. documentation of how the third-party agreement was procured (copy of bids, copy of RFP, copy of public notice, etc.); and
  - d. the Notice of Obligation for the amount of the third party agreement (which may exceed the amount of the capital outlay appropriation to IAD).
3. IAD verifies:
  - a. the third-party agreement falls within the scope of work defined in the grant agreement;
  - b. the language of the appropriation;
  - c. the budget;
  - d. the third-party contractor was secured by the procurement process in place for Grantee; and
  - e. the third-party agreement contains "termination" language.

Once IAD determines the third-party agreement and NOO meet the criteria, IAD will then sign the NOO submitted by the grantee. When the grantee receives the signed NOO, the Grantee may proceed with the third-party agreement. IAD issues a purchase order encumbering the funds for the amount indicated on the NOO.

Please note that IAD will not sign a NOO for third-party work executed and/or completed prior to generating a signed NOO. If you have any questions or concerns, please contact Laura Vanoni, Capital Outlay Director, by phone at (505) 476-1600 or by email at [Laura.Vanoni@state.nm.us](mailto:Laura.Vanoni@state.nm.us).

Respectfully,

Laura Vanoni  
Infrastructure Manager

# Sample: Notice of Obligation (NOO)

## New Mexico Indian Affairs Department

A Notice of Obligation (NOO) needs to be completed before you submit a Request for Payment form for your project. The purpose of the NOO is to protect the grantee in the event of a state reversion. You will not be reimbursed for a project, if a NOO has not been completed. The NOO is issued based on copies of signed third party obligations, such as Professional Service Agreements, Contracts, Purchase Orders (PO's), Service Line Agreements, etc. Third Party obligations are executed based on the entities procurement code. Third Party obligations must be within the Project Description. Indirect Project Costs are not allowed.



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## NOO Checklist



- Notice of Obligation (NOO) form;
- A copy of the Third Party Agreement;
- Copy of Grantee's Procurement Code;
- Documentation of how the third-party agreement was procured (copy of bids, copy of RFP, copy of public notice, etc.);

Sample: Notice of Obligation (NOO)

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**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**

DATE: August 4, 2015

TO: Grantee Representative: Tribe, Nation or Pueblo

FROM: Department Representative: Laura Vanoni

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: 609-15-XXXX

As the designated representative of the Department for Grant Agreement number 609-15-XXXX entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: 609-15-XXXX  
Vendor or Contractor: NM Construction and Floors

Third Party Obligation Amount: \$139,100.00  
Termination Date: May 30, 2016

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \$150,000.00

The Amount of this Notice of Obligation to Reimburse: \$139,100.00


The Total Amount of all Previously Issued Notices of Obligation: -0-

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

-0-

Department Representative: Laura Vanoni

Title: Infrastructure Manager

Signature: 

Date: 8/9/15

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PROFESSIONAL SERVICES AGREEMENT  
CONTRACT # \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the Entity Name, **Entity Name**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Entity.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

(—OR—)

**(CHOICE – MULTI-YEAR)**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount**

EXHIBIT A

Scope of Work

Initial Report

Task	Description	Estimate Hours/ Subtotal	Budget	Timeline	Notes
1	<p>Financial Review of Tribal Utility Functions</p> <ul style="list-style-type: none"> <li>• Analysis of current and projected utility prices,</li> <li>• Current infrastructure needs, including a map of proposed utility service area entailing the various typical sections or elements that include the Pueblo's physical features, transportation, existing utilities, housing, community facilities, lands use, environment and urban design</li> <li>• Comprehensive analysis for the associated costs for utility development, and</li> <li>• Evaluation of financial viability of developing a self-sustaining utility authority based on target customer base.</li> </ul>	250	\$50,000	Month 1-4	Kanim will request access to existing Pueblo maps and spatial data. Kanim will require access to Pueblo's current bills and related information.
2	Option Development and Comprehensive evaluation of the specific benefits to the Pueblo for each of the identified development and implementation scenarios.	60	\$12,000	Month 4-6	Kanim in-house analysis comparing and considering input from technical experts.
3	<p>Structure Recommendations</p> <ul style="list-style-type: none"> <li>• Analysis of the legal and regulatory framework associated with utility development, and</li> <li>• Evaluation of potential ownership and administrative structure of the utility</li> </ul>	50	\$10,000	Month 4-6	Kanim in-house.
4	Draft Initial Report of Options	40	\$8,000	Month 5-7	Kanim in-house.
5	<p>Expenses</p> <ul style="list-style-type: none"> <li>• Printing of maps and report</li> </ul>	\$4,000		Ongoing	Expenses shared with

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	<ul style="list-style-type: none"> <li>• Airfare (4 trips @ \$500/trip)</li> <li>• Hotel (30 nights @ \$100/night)</li> <li>• Rental Car (4 trips @ \$500/trip)</li> <li>• Meals &amp; misc. travel</li> <li>• Mileage expense</li> </ul>	\$2,000 \$3,000 \$2,000 \$2,000 \$2,000			third party technical experts. To extent possible, we will use local services to minimize expense.
	TOTAL Expenses		\$15,000		
	TOTAL		\$95,000		

Final Report

Task	Description	Hours	Budget	Timeline
1	Presentation of Initial Report to Tribal Leadership and Related Meetings	25	\$5,000	Month 7-8
2	Support for Community Meetings	50	\$10,000	Month 8-9
3	Preliminary Meetings with Potential Third Parties	25	\$5,000	Month 8-10
4	Final Reporting of Decision	25	\$5,000	Month 10-12
	Expenses			
	<ul style="list-style-type: none"> <li>• Printing of report</li> <li>• Community meeting costs</li> <li>• Airfare (2 trips @ \$500/trip)</li> <li>• Hotel (5 nights @ \$100/night)</li> <li>• Rental Car (2 trips @ \$500/trip)</li> <li>• Meals &amp; misc. travel</li> <li>• Mileage expense</li> </ul>	\$1,000 \$5,000 \$1,000 \$500 \$1,000 \$1,000 \$500		
	TOTAL Expenses		\$10,000	
	TOTAL		\$35,000	

# NOTICE OF REQUEST FOR PROPOSALS

## *Feasibility for a Tribal Utility Authority*

The Tribe is interested in developing a Tribal Utility Authority. The Tribe requests that interested respondents provide a written proposal expressing interest in gathering information and developing a feasibility study plan to meet this objective.

Deadline for submissions of proposals is April 14, 2015 at 4:00 PM Mountain Daylight Time (MDT). Proposals may be made by regular mail addressed to John Doe, Tribal Administrator, Tribe X, 428 Pueblo Blvd, Santa Fe, NM 87506. We will not accept faxed or emailed responses. Proposals received after this date will not be considered. The Tribe X (the "Tribe") reserves the right to cancel this RFP or reject any and all proposals at any time prior to an award. Proposals received after the deadline stated above will not be considered.

Proposals will be opened on April 20, 2015 at 9:00 AM in the Tribal Council Meeting Room.

A response to this RFP does not constitute a binding contact. Responder assumes all costs of the preparation of formulating a response to this RFP. The selected bidder will be required to enter into a contract with the Tribe for the performance of services. The Tribe's Indian Preference Policy will apply.

1. INTRODUCTION
2. SITE DESCRIPTON
3. OBJECTIVE