



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamic Cassutt, District 4
Amanda Chavez, District 4

Date: March 22, 2024

To: Governing Body
Finance Committee

Via: Emily K. Oster – Finance Director
Alexis Lotero – Assistant Finance Director
Marcos D. Martinez – Senior Assistant City Attorney
Travis Dutton-Leyda – Chief Procurement Officer

From: Raymond 'Scott' Gunter – Procurement Manager - rsgunter@santafenm.gov - Phone: 469-8949

ITEM AND ISSUE:

Request for Approval of the Sourcewell Cooperative Agreement #080620-WEX with WEX Bank for the Purchase of Fuel for the City of Santa Fe Governmental Fleet in the Amount of \$3,600,000 (Raymond S. Gunter, Procurement Manager, rsgunter@santafenm.gov)

BACKGROUND AND SUMMARY:

Since 2016, the City has been exclusively utilizing WEX through the Sourcewell Cooperative, with the SFPD. The ongoing shift from the Siler Fuel Station to WEX cards, prompted by software and tank issues, holds significant importance. The Cooperative Agreement, with a term date set for September 7, 2025, aligns with the renewal schedules of Sourcewell and WEX. This contractual arrangement will extend across multiple fiscal years, and it is projected that the City will allocate \$3,600,000 towards fuel expenses up to September 7, 2025. The overall contract amount is subject to potential adjustments based on City requirements or prevailing market conditions.

Upon acceptance of invoices, payment shall be processed within twenty-six (26) days for the city to receive any potential rebates. Monitored fuel cards will be assigned to vehicles and equipment and authorized City employees will be issued Driver Identification Numbers (DIN) to purchase fuel. Additional details can be found in the attached WEX Fuel Policy 2100-4-1.

PROCUREMENT METHOD:

Cooperative Agreement #080620-WEX.

CONTRACT NUMBER:

Munis Contract Number: TBD

FUNDING SOURCE:

- Fund Name/Number: Varies based on Department/Division
- Munis Org Name/Number: Varies on Department/Division
- Munis Object Name/Number: Gasoline/531000

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT
BETWEEN WEX BANK AND SOURCEWELL**

Item #24-0260

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Contract #080620-WEX ("Agreement") entered into between Sourcewell ("Sourcewell") and WEX Bank ("WEX") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity City of Santa Fe	Phone # 505-476-8949/505-955-6137	Fax# 505-955-6745
--	--------------------------------------	----------------------

Physical Address (Do not include PO Box) 200 LINCOLN AVENUE SANTA FE, NM 87501

Mailing Address (if different from physical address) 200 LINCOLN AVE SANTA FE, NM 87501

Sourcewell Member ID Number 97348	Participating Entity's Taxpayer ID # (TIN, FEIN or SSN) 85-6000168
-----------------------------------	--

Non-Profit Only: SIC/Industry Code (e.g. 8399 Social Services; 6732 Education, Charitable Trusts; Other) MUNICIPALITY	If Participating Entity is a Non-Profit Provide Gross Annual Revenue MUNICIPALITY
---	---

In Business Since (yyyy) N/A	Year of Incorporation (yyyy) N/A	Number of Vehicles 1200	Avg Monthly Fuel Expenditures \$200,000	Avg Monthly Service Expenditures \$10,000
---------------------------------	-------------------------------------	----------------------------	--	--

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Participating Entity name will appear on cards.

CITY OF SANTA FE

Billing Contact Name RAYMOND 'SCOTT' GUNTER

Billing Address 200 LINCOLN AVENUE SANTA FE, NM 87501

Designate the Participating Entity Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Participating Entity Authorized Fleet Contact Name RAYMOND 'SCOTT' GUNTER	Title PROCUREMENT MANAGER	Phone # 505-476-8949	Fax # 505-955-6745
--	---------------------------------	-------------------------	-----------------------

Email address (required to take advantage of product type card controls) RSGUNTER@SANTAFENM.GOV

Check here if Participating Entity is exempt from motor fuels tax

TERMS

- This Addendum ("Addendum") is to allow the Participating Entity to participate under the Agreement between WEX and Sourcewell. It does not modify, amend or change the Agreement in any way.
- Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
- Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement, or for government entities subject to a Prompt Payment Act, may result in suspension or cancellation of the account(s).
- INFORMATION SHARING DISCLOSURE:** Information regarding Participating Entity transactions may be provided to Sourcewell accepting merchants or their service providers.
- Compliance with Federal Law:** WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for Participating Entity: when you open an account, we will ask for your name, Address, date of birth, and other information that allow us to identify you. We may ask to see your driver's license or other identifying documents for your Business.
- DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.**

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: Emily K. Oster Print Name: **Emily K. Oster**
Emily K. Oster (Feb 15, 2024 10:12 MST)
 Title: Finance Director Date: 2/19/24

Complete and sign Addendum. Fax to 1-866-527-8873 OR Email to tanya.watson@wexinc.com

FOR OFFICE USE ONLY	Oppty Number	Sales Code 10902003	Plastic Type SOURCEWELL	Coupon Code	Account Number 04
----------------------------	--------------	------------------------	----------------------------	-------------	----------------------

City of Santa Fe ADDENDUM

TERMINATION

This Agreement may be terminated by City upon 30 days written notice to the CONTRACTOR.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims, or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever arising from CONTRACTOR's performance under this Agreement as well as the performance of CONTRACTOR's employees, agents, representatives, and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq. as amended. CITY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

CONTRACTOR shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, CONTRACTOR agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by CITY, this Agreement shall terminate upon written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

Limitation of Liability

Issuer shall not be liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's negligence or willful misconduct. Issuer's liability shall be limited to actual

damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: (a) all fees paid by Customer to Issuer under this Agreement; plus (b) all other revenue earned by Issuer for all of Customer's Transactions prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential, or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

RELEASE

CONTRACTOR, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

CONTRACTOR shall maintain general liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CONTRACTOR shall furnish CITY with proof of insurance of CONTRACTOR's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES


By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

City of Santa Fe:


Alan Webber (Mar 28, 2024 21:16 MDT)

Alan Webber, Mayor

Date: Mar 28, 2024

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WEX BANK</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>11</u></p> <p>Exemption from FATCA reporting code (if any) <u>J</u></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions. P.O BOX 6293</p> <p>6 City, state, and ZIP code Carol Stream, IL 60197-6293</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>
--	---	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
8	4	-	1	4	2	5	6	1	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Mary C. Danico</i>	Date ▶ <i>1/5/2023</i>
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SERIES 1992 - NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

SELLER'S/LESSOR'S COPY

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87502-5557

Certificate Type: **TYPE 9** Certificate Number: **B-1710541-09-00744** Date Issued: **10/23/2019**

EXECUTED BY:

Buyer's NM Business Tax ID #:	01-710541-00-2		
Company Name:	SANTA FE CITY OF		
Address:	PO BOX 909		
City:	State:	Country:	ZIP:
SANTA FE	NM	USA	87504-0909
Contract/Account Number:			

EXECUTED TO: (Enter same information into BUYER'S COPY below)

Seller's ID #:	01-0526993		
Company Name:	WEX INC		
Address:	PO BOX 639		
City:	State:	Country:	ZIP:
PORTLAND	ME	USA	04104-0639
Date Certificate Executed (Cannot be prior to date issued)	10/23/2019		

A seller may not accept this nontaxable transaction certificate to support a deduction from gross receipts unless the seller has a good-faith belief that the buyer will resell, lease or use the property or service sold or leased in the manner represented by the nontaxable transaction certificate.

TYPE 9 CERTIFICATES MAY BE EXECUTED:

"For the purchase of tangible personal property only and may not be used for the purchase of services, for the lease of property or to purchase construction materials for the use in construction projects. The following may execute Type 9 NTTCs:

1. Governmental agencies. (7-9-54);
2. 501(c)(3) organizations. (7-9-60)
3. Federal or state-chartered credit unions. (7-9-54 and 7-9-61.2), formerly Type 14;
4. Indian tribes, nations or pueblos when purchasing tangible personal property for use on Indian reservations or pueblo grants. (7-9-54)."

For the purchase of licenses to use digital goods for the purpose of loaning those digital goods to the public, the following may execute Type 9 NTTCs:

1. Governmental agencies (7-9-54)
2. Indian tribes, nations or pueblos (7-9-54)

'CAUTION: Fraudulent statements made to obtain certificates, or fraudulent use of certificates received pursuant to this application with intent to evade or defeat the tax may subject the person or business to a fine of not more than ten thousand dollars (10,000) or imprisonment for not more than five (5) years or both (Sections 7-1-72 NMSA 1978 and 7-1-73 NMSA 1978).'

SERIES 1992 - NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

-----CUT HERE-----CUT HERE-----CUT HERE-----

BUYER'S COPY

The information below **MUST** be entered into the New Mexico Taxation and Revenue Department's TAP web-site:
<https://tap.state.nm.us/> or you can send a copy of this form to the Department at the address below.

Certificate Type: **TYPE 9** Certificate Number: **B-1710541-09-00744** Date Issued: **10/23/2019**

EXECUTED BY:

Buyer's NM Business Tax ID #:	01-710541-00-2		
Company Name:	SANTA FE CITY OF		
Address:	PO BOX 909		
City:	State:	Country:	ZIP:
SANTA FE	NM	USA	87504-0909
Contract/Account Number:			

EXECUTED TO:

Seller's ID #:	01-0526993		
Company Name:	WEX INC		
Address:	PO BOX 639		
City:	State:	Country:	ZIP:
PORTLAND	ME	USA	04104-0639
Date Certificate Executed (Cannot be prior to date issued)	10/23/2019		

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87505-5557

BUYER'S COPY: NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

DESCRIPTIONS (Continued from Page 1)

WC Policy Limit: \$1,000,000

WC Each Employee Limit: \$1,000,000

Certificate Holder, its subsidiaries, directors, officers, agents, representatives, employees and volunteers are additional insureds under WEX's automobile and general liability policies, on a primary, non contributory basis to the extent that they have a written contract and follow all other terms and conditions within the insurance contract. A waiver of subrogation is granted to the Certificate Holder where granted and delineated in a written contract and to the extent they follow all other terms and conditions within the insurance contract. The Umbrella policy follows the form of the underlying automobile and general liability policies.

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: WEX BANK DBA WRIGHT EXPRESS FSC

Procurement/contract Title: Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement /Processing Services

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98
 Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: Finance Staff Name: Raymond 'Scott' Gunter

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Raymond 'Scott' Gunter

Department Point of Contact

Emily K. Oster

Department Director

Travis Dutton-Leyda

Chief Procurement Officer

ITT Representative

CoSF

Procurement Manager

Title

Date

Date

Date

Title

Date

GUNTER, RAYMOND S.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, February 26, 2024 11:05 AM
To: GUNTER, RAYMOND S.
Subject: Re: HORIZONS - Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement /Processing Services

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Scott,

I hope you are doing well, too!

I'm very pleased with our relationship with the City of Santa Fe, thanks to you and Travis! I am very appreciative.

We'll decline this opportunity.

Kind regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Feb 26, 2024 at 7:25 AM GUNTER, RAYMOND S. <rsgunter@santafenm.gov> wrote:

Matt,

Good morning. I hope things are going well down the hill. It appears that things are running smoother with determinations from the City. I know Travis has been working hard to create a logical flow at the City.

Anyway, I have one for you. Please see below.

Thanks,

-Scott

Raymond 'Scott' Gunter, CPO

Procurement Manager

Finance Department

Central Purchasing Division

City of Santa Fe

c. 505-469-8949

RSGunter@santafenm.gov



From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Sent: Monday, February 19, 2024 4:32 PM

To: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>

Cc: DURAN, DESTINY C. <dcduran@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>

Subject: RE: SOW - Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement /Processing Services

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - creview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - cajames@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed.
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.

- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspovaluepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Vision without action is merely a dream.

Action without vision passes the time.

Vision with action can change the world. ~ Joel A. Barker

From: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>

Sent: Monday, February 19, 2024 3:03 PM

To: Purchasing DET <purchasing_det@santafenm.gov>

Cc: DURAN, DESTINY C. <dcduran@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>

Subject: SOW - Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement /Processing Services

Determination Requested.

Fuel Card with Related Vehicle Fuel Management, Transaction, and Payment Settlement /Processing Services. Refer to the Sourcewell Contract #080620-WEX Dated 10/10/23.

Thanks,

-Scott

Raymond 'Scott' Gunter, CPO

Procurement Manager

Finance Department

Central Purchasing Division

City of Santa Fe

c. 505-469-8949

RSGunter@santafenm.gov