




**Michael J. Garcia, Mayor**

**Date:** May 15, 2026

**To:** Brian Moya, Interim City Manager

**Via:** Sam Burnett, Interim Public Works Department Director   
JOHN BURNETT (May 20, 2026 10:12:21 MDT)

Carol Swenson, Business Operations Manager   
YVONNE SWENSON (May 18, 2026 08:21:15 MDT)

**From:** Gabrielle Chavez, Transit Director of Administration   
Gabrielle Chavez (May 18, 2026 08:23:13 MDT)

Andrew Baca, Interim Transit Director of Operations   
Andrew Baca (May 18, 2026 08:38:36 MDT)

**Subject:** Professional Services Contract for GC Bendito Transit Advertising

**Vendor Name:** GC Bendito Transit Advertising

**Munis Vendor Number:** 6499

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## **ACTION:**

Request for Approval of a Two-Year Professional Services Agreement for Advertising in the Total Amount of \$51,930.00 Including NMGRT with GC Bendito 4 LLC dba KSWV Radio. (Gabrielle Chavez, Transit Director of Administration; [gnchavez@santafenm.gov](mailto:gnchavez@santafenm.gov))

## **BACKGROUND AND SUMMARY:**

GC Bendito is the current provider for radio advertising for Santa Fe Trails and has maintained a working relationship with the city. GC Bendito currently provides radio advertisements on two stations and is well known throughout the Santa Fe community. Staff is recommending approval of a new agreement to continue services with a new contract.

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## **City Council**

Alma G. Castro, District 1

Elizabeth "Liz" Barrett, District 2

Lee Garcia, Mayor Pro Tem, District 3

Jamie Cassutt, District 4

Patricia Feghali, District 1

Paul C. Bustamante, District 2

Pilar F.H. Faulkner, District 3

Amanda Chavez, District 4

**FUNDING SOURCE: Small Purchase**

**Fund Name/Number:** Transit bus/540

**Munis Org Name/Number:** Transit Administration/5400091

**Munis Object Name/Number:** Advertising /561850

**Budget Officer / Designee:** Andy Hopkins

**Date:** 05/21/2026

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD: N/A – This Service Provides Revenue to Transit Fund 540**

**Chief Procurement Officer (CPO) / Designee:** [Signature]

**Date:** 05/22/2026

AP **CPO Comment/Exceptions:** \_\_\_\_\_  
AP (May 21, 2026 08:33:32 EDT)

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Construction to City Facilities, Furniture, and/or Fixtures included?**  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?**  Yes |  No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?**  Yes |  No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Vendor Quote

Agreement with GC Bendito 4 LLC dba KSWV Radio

Certificate of Liability Insurance

Horizons Declination



**COMPANY** City of Santa Fe Transit Division

**CAMPAIGN** FY27

**CONTACT** Keitha Otero (kmotero@santafenm.gov)

**SCHEDULE** July 1, 2026 - June 30, 2027

**RADIO STATION** KSWV RADIO

**SERVICE AREA** SANTA FE & NORTHERN NM

**CHANNELS** 99.9FM, 810AM, KSWVRADIO.COM

ALEXA, APPLE, GOOGLE PLAY, TUNE IN

DAY PART	DUR	2026						QTY	RATE	SUB
		July	August	Sept	Oct	Nov	Dec			
Commercials Mon thru Sun 6am to 6pm	0:30 or 0:60	100	100	100	100	100	100	600	\$ 28.00	\$ 16,800.00
Monthly Radio Interview	15 min	1	1	1	1	1	1	6	\$ 300.00	\$ 1,800.00

COST SUMMARY	
<b>GROSS</b>	\$ 37,200.00
<b>DISCOUNT</b>	\$ 13,200.00
<b>NET</b>	\$ 24,000.00
<b>GRT 8.1875%</b>	\$ 1,965.00
<b>TOTAL</b>	\$ 25,965.00

**NOTES**

ALL COMMERCIAL PRODUCTION COSTS INCLUDED, NO CHARGE

**2027**

DAY PART	DUR	Jan	Feb	March	Apr	May	June	QTY	RATE	SUB
Commercials Mon thru Sun 6am to 6pm	0:30 or 0:60	100	100	100	100	100	100	600	\$ 28.00	\$ 16,800.00
Monthly Radio Interview	15 min	1	1	1	1	1	1	6	\$ 300.00	\$ 1,800.00

**NOTES**

ALL COMMERCIAL PRODUCTION COSTS INCLUDED, NO CHARGE



## **CITY OF SANTA FE**

### **PROFESSIONAL SERVICES CONTRACT**

#### **Radio Advertisement**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and GCBENDITO 4 LLC, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

#### **RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Section 13-1-125, Small Purchase; and

**WHEREAS**, the CPO has determined that is contract qualifies as a “small purchase” under the procurement code, NMSA 1978, section 13-1-125.

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

#### **1. SCOPE OF WORK**

The Contractor shall provide the following services for the City:

- A. Commercials: 1440 commercials annually, broadcast Monday through Sunday six (6) AM to six (6) PM up to sixty seconds, including all production costs. These will be written, directed and approved by GC Bendito Management.
- B. One (1) Monthly fifteen-minute interview for a total of twelve (12) interviews.
- C. These Services will be provided on Radio Channels 99.9 FM, and 810AM.

**2. STANDARD OF PERFORMANCE; LICENSES**

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to Radio Advertisement for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

**3. COMPENSATION**

- A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor \$48,000.00. The services and goods in the contract include GRT. The GRT on this contract at 8.1875% equals \$3,930.00. The total compensation for the contract including GRT is \$51,930.00. This is charged at \$25,965.00 per year including GRT.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

#### 4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY AND WILL START AT THE BEGINNING OF THE FISCAL YEAR JULY 1, 2026. This Contract shall terminate **June 30<sup>th</sup>, 2028**, unless terminated pursuant to the Termination and Appropriations articles of this Contract.

#### 5. TERMINATION

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. Notice; City Opportunity to Cure.
1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

#### 6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the

City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

**9. SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

**10. RELEASE**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. PRODUCT OF SERVICE - COPYRIGHT**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

**14. AMENDMENT**

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Term" herein, or to agree to the reduced funding.

**15. ENTIRE AGREEMENT**

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

**16. MERGER**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No Prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**17. PENALTIES FOR VIOLATION OF LAW**

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**18. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

**20. WORKERS' COMPENSATION**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

**21. PROFESSIONAL LIABILITY INSURANCE**

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

**22. OTHER INSURANCE**

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

**22.1. COMMERCIAL GENERAL LIABILITY**

Insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$1,000,000 per occurrence for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets within their care, custody, or control.

**22.2. BROADER COVERAGE AND LIMITS**

The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**23. RECORDS AND FINANCIAL AUDIT**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract’s term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

**24. INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**25. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

**26. INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**27. ENFORCEMENT OF CONTRACT**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**28. NOTICES**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

<p><b><u>To the City:</u></b></p> <p>Chief Procurement Officer  <a href="mailto:purchasing@santafenm.gov">purchasing@santafenm.gov</a>          PO Box 909          Santa Fe, NM 87504-0909</p>	<p><b><u>Transit Division:</u></b></p> <p>Gabrielle Chavez          Transit Director of Administration          2931 Rufina St          Santa Fe, NM 87507  <a href="mailto:gnchavez@santafenm.gov">gnchavez@santafenm.gov</a>          505-955-2055</p>	<p><b><u>To the Contractor:</u></b></p> <p>GCBENDITO 4 LLC          Estevan Gonzales          102 Taos Street          Santa Fe, NM 87505  <a href="mailto:estevan@kswwradio.com">estevan@kswwradio.com</a>          (505) 989-7441</p>
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**29. AUTHORITY**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**30. NON-COLLUSION**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. DEFAULT/BREACH**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

**32. EQUITABLE REMEDIES**

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain

equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. DEFAULT AND FORCE MAJEURE**

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

GCBENDITO 4 LLC

*BRIAN MOYA*

*Estevan G*

BRIAN MOYA, INTERIM CITY MANAGER

ESTEVAN GONZALES, MANAGER

DATE: May 4, 2026

NMBTIN: \_\_\_\_\_

ATTEST:

*GERALYN CARDENAS*



GERALYN CARDENAS, CITY CLERK <sup>CG</sup>

Approved to form and legal sufficiency by:

*Kevin L. Nault*

Kevin L. Nault (May 6, 2026 15:36:20 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Andrea Phillips*

ANDREA PHILLIPS (May 22, 2026 11:20:40 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Silas T Garcia Agency & Associates LLC 811 St. Michaels Drive, Suite 101 Santa Fe, NM 87505	<b>CONTACT NAME:</b> Dina G Lujan <b>PHONE (A/C. No. Ext):</b> (505) 982-9863 x115 <b>E-MAIL ADDRESS:</b> dina@silastgarcia.com	<b>FAX (A/C. No):</b> (505) 983-4935
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> GCBENDITO 4, LLC. P.O Box 1088 Santa Fe, NM 87504	<b>INSURER A:</b> Colonial General Insurance	<b>NAIC #</b> 41297
	<b>INSURER B:</b> PROGRESSIVE INS. CO.	<b>NAIC #</b> 11770
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS8324628	11/21/2025	11/21/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			980944425	05/07/2026	11/07/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Radio Broadcasting Stations

**CERTIFICATE HOLDER****CANCELLATION**
 CITY OF SANTA FE  
 200 LINCOLN AVENUE  
 SANTA FE, NM 87505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Services Offered to the City of Santa Fe (FY26)

### Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

### Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [OTERO, KEITHA M.](#)  
**Subject:** RE: determination  
**Date:** Thursday, May 7, 2026 9:40:34 AM  
**Attachments:** [image002.png](#)

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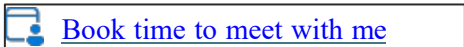
Greetings,

This determination is specific to this subject request. Advertising is exempt per NMSA1978, Section 13-1-98 (V) purchases of advertising in all media, including radio, television, print and electronic;

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](mailto:tkduttonleyda@santafenm.gov)

 Book time to meet with me

**Vendor Registration Sites and Current Procurement Opportunities:**

[ERP] <https://cityofsantafenm.tylerportico.com/va/vendor-access>  
[OpenGov - eProcurement] <https://procurement.opengov.com/portal/santafenm>  
[Additional opportunities] <https://www.withpavilion.com/>

Internal Link: [https://intranet.santafenm.gov/central\\_purchasing\\_division\\_cpd](https://intranet.santafenm.gov/central_purchasing_division_cpd)



“Unless someone like you cares a whole awful lot, nothing is going to get better. It's not.”

— Dr. Seuss, [The Lorax](#)

---

**From:** OTERO, KEITHA M. <[kmotero@santafenm.gov](mailto:kmotero@santafenm.gov)>  
**Sent:** Thursday, May 7, 2026 9:38 AM  
**To:** Purchasing DET <[purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)>  
**Subject:** determination

Hello,

Below is the Scope of Work for an agreement with a vendor, may I please have a determination for this agreement?

**Scope of Work:**

The vendor shall perform the following work:

- A. Commercials: 1440 commercials annually, broadcast Monday through Sunday six (6) AM to six (6) PM up to sixty seconds, including all production costs.
- B. One (1) Monthly fifteen-minute interview for a total of twelve (12) interviews.
- C. These Services will be provided on Radio Channels 99.9 FM, and 810AM.

**Kind regards,**



**Keitha Otero**

**Administrative Assistant**

Santa Fe Trails Transit Department

2931 Rufina St.

505-955-2015

[kmotero@santafenm.gov](mailto:kmotero@santafenm.gov)











# CM\_GC\_Bendito\_Full\_packet\_(signed)

Final Audit Report

2026-05-22

Created:	2026-05-21
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAANwNhd4DhJ80C29xwOKxYXEhPmC3aGO6t

## "CM\_GC\_Bendito\_Full\_packet\_(signed)" History


-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)  
2026-05-21 - 2:25:59 PM GMT- IP address: 50.228.218.220
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling  
2026-05-21 - 2:31:16 PM GMT
-  Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP  
2026-05-21 - 2:33:30 PM GMT- IP address: 50.228.218.220
-  Form filled by AP (aeperez@santafenm.gov)  
Form filling Date: 2026-05-21 - 2:33:32 PM GMT - Time Source: server- IP address: 50.228.218.220 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature  
2026-05-21 - 2:33:36 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)  
2026-05-21 - 3:45:08 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2026-05-21 - 3:45:42 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2026-05-21 - 3:45:45 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2026-05-21 - 3:45:59 PM GMT- IP address: 153.66.19.98
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2026-05-22 - 2:50:32 PM GMT - Time Source: server- IP address: 153.66.23.125 - Signature Appearance Selected: IMAGE

 Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature

2026-05-22 - 2:50:36 PM GMT

 Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-05-22 - 5:20:40 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

 Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature

2026-05-22 - 5:20:43 PM GMT

 Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-05-22 - 9:09:34 PM GMT- IP address: 153.66.19.66

 Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)

Signature Date: 2026-05-22 - 9:09:49 PM GMT - Time Source: server- IP address: 153.66.19.66 - Signature Appearance Selected: MOBILE\_IMAGE

 Agreement completed.

2026-05-22 - 9:09:49 PM GMT

**Signature:** *Erika Quintana*

**Email:** [efquintana@santafenm.gov](mailto:efquintana@santafenm.gov)








# 26-0181 GC Bendito Transit Advertising

Final Audit Report

2026-05-26

Created:	2026-05-26
By:	Erika Quintana (efquintana@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvwwL7R4K8RH21L_FEsijW10ECEJDCUH

## "26-0181 GC Bendito Transit Advertising" History

-  Document created by Erika Quintana (efquintana@santafenm.gov)  
2026-05-26 - 5:13:52 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erika Quintana (efquintana@santafenm.gov) for signature  
2026-05-26 - 5:16:59 PM GMT
-  Document e-signed by Erika Quintana (efquintana@santafenm.gov)  
Signature Date: 2026-05-26 - 5:17:37 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2026-05-26 - 5:17:39 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2026-05-26 - 5:18:47 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2026-05-26 - 5:20:27 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Agreement completed.  
2026-05-26 - 5:20:27 PM GMT