Purchasing & Strategic Sourcing Department

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

BY ELECTRONIC TRANSMISSION

April 29, 2026

Forward Global US, Inc.
Attn: Micha Wallesen
1010 Wisconsin Ave NW, Suite 710
Washington, DC 20007

Re: Award Letter– 2025-0203R Federal Lobbying Services

Dear Mr. Wallesen

This is your official notice that on April 28, 2026, the City Council awarded this contract for the above-mentioned solicitation to Forward Global US, Inc.

This contract was awarded for an initial term of one (1) year for an estimated amount of $200,000.00. The award also includes a one (1) year option for an estimated amount of $200,000.00. The total estimated amount of the contract, including the initial term plus the option for a total of one (1) year, $$400,000.00. Purchase Order(s) will be provided by the Strategic & Legislative Affairs Department.

The period of performance is from April 30, 2026 to April 29, 2028.

The contract comprises of your completed solicitation, final negotiated items when applicable, and the Purchase Orders (s). These documents constitute the final and complete repository of the agreements between Forward Global US, Inc, and the City of El Paso. They supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this contract. Modifications to this contract shall not be binding unless made in writing and signed by an authorized representative of each party.

All vendors must accept a Direct Deposit (ACH) payment. An approved PaymentWorks account is required to receive a Purchase Order and process all future electronic payments. Email VendorManagement@elpasotexas.gov for any PaymentWorks questions.

The Contract Administrator for this contract is Alejandra Gorski, Legislative Liaison, who can be reached at (915) 212-1297 or via email at gorskia@elpasotexas.gov. The Contract Administrator will assist you with any questions you may have and will ensure the terms of the contract are met. The City of El Paso looks forward to working with you on this contract.

Sincerely,

Claudia A. Garcia - CPPO, CPPB
Director
Purchasing & Strategic Sourcing
(DR:CAG)

cc: Requirements File & Strategic & Legislative Affairs

CITY OF EL PASO, TEXAS
AGENDA SUMMARY FORM

DEPARTMENT/COUNCIL OFFICE: Strategic & Legislative Affairs
AGENDA DATE: April 28, 2026
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Ian Voglewede, Strategic & Legislative Affairs **PHONE NUMBER:**(915) 212-1299
2nd CONTACT PERSON NAME: Claudia A. Garcia, Purchasing & Strategic Sourcing **PHONE NUMBER:**(915) 212-0043
DISTRICT(S) AFFECTED: All

AGENDA ITEM:
The award of solicitation 2026-0203R Federal Lobbying Services to Forward Global US, Inc. for an initial term of one (1) year for an estimated amount of $200,000.00. The award also includes a one (1) year option for an estimated amount of $200,000.00. The total contract time is for two (2) years for a total estimated amount of $400,000.00.

Department:	Strategic & Legislative Affairs
Award to:	Forward Global US, Inc.
City & State:	Washington DC
Item(s):	All
Initial Term:	1 Year
Option Term:	1 Year
Total Contract Time:	2 Years
Annual Estimated Award:	$200,000.00
Initial Term Estimated Award:	$200,000.00
Option Term Estimated Award:	$200,000.00
Total Estimated Award	$400,000.00
Account(s)	105 – 1000 – 11505 – 570000 564 – 3300 – 64830 – 521160 480 – 1000 – 48020 – 522150 – P4801 562 – 3000 – 62070 – 522150 – P6201
Funding Source(s):	SLA - Interfund Transfers (Uses) International Bridges - Management Consulting Services Economic and International Development – Outside Contracts El Paso International Airport – Outside Contracts
District(s):	All

This was a Request for Qualifications Procurement for a new contract

The Purchasing & Strategic Sourcing and Strategic & Legislative Affairs departments recommend award as indicated to Forward Global US, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

ISSUE STATEMENT:
City Council is asked to approve the award of a new contract for Federal Lobbying Services. The selected firm will provide legislative advocacy, policy monitoring, and strategic guidance; assist in securing federal appropriations and regulatory support; coordinate with federal agencies and congressional offices; and provide ongoing reporting and strategic planning support to City staff and elected officials.

BACKGROUND:
These services support the City's Federal Legislative Agenda and focus on advancing funding and policy priorities, including transportation infrastructure, public safety, border and trade initiatives, and military-community partnerships such as Fort Bliss.

Solicitation was advertised on December 16, 2025 and December 23, 2025. The solicitation was posted on City website on December 16, 2025. There were a total thirty (30) viewers online; eight (8) proposals were received; None from local suppliers.

Contract Variance: No prior contract to compare.

No protest received for this requirement.

COUNCIL OPTIONS:
1. Award the contract as recommended;
2. Deny award if Council determines such action is in the best interest of the City;
3. Direct staff to re-solicit the procurement with revised evaluation criteria or policy direction, as permitted by law; or
4. Postpone action, pending additional information.

COMMITTEE REVIEW AND/OR RECOMMENDATION:
This item was not reviewed by a City Council committee.

COMMUNITY AND STAKEHOLDER OUTREACH:
Community input was previously gathered during: Staff met with the Office of Congresswoman Veronica Escobar, Office of Congressman Tony Gonzales, Office of Senator John Cornyn, Office of Senator Ted Cruz, National League of Cities, El Paso County, El Paso Chamber, UTEP, and other stakeholders to discuss coordination between their agencies and federal lobbying services.

A pre-proposal meeting was held on December 23, 2025. Eight (8) suppliers were in attendance.

RELATED POLICIES:
1. Procurement Sourcing Policy

PRIOR COUNCIL ACTION:
N/A

LEGAL REVIEW:
☑ Legal counsel reviewed as part of the Council packet

☐ Legal counsel reviewed in advance of packet as individual item

AMOUNT AND SOURCE OF FUNDING:
Amount: $400,000.00
Funding Source: SLA - Interfund Transfers (Uses), International Bridges - Management Consulting Services, Economic and International Development – Outside Contracts, El Paso International Airport – Outside Contracts

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

ATTACHMENTS:

1. Committee Scoresheet
2. Tabulation
3. Views List

FOR MORE INFORMATION:

Omar Martinez	915-479-0341	MartinezOL@elpasotexas.gov

********************REQUIRED AUTHORIZATION*********************

SIGNATURES:

Stephen Ian Voglewede
_____
Ian Voglewede – Director of Strategic and Legislative Affairs

_____
Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

CITY OF EL PASO REQUEST FOR QUALIFICATION SCORESHEET

PROJECT: 2026-0203R Federal Lobbying Services

Evaluation of Submittal

	MAX POINTS	Forward Global US, Inc	Alcalde & Fay	WPP Group Inc dba Ogilvy Public Relations Worldwide LLC	The Ferguson Group LLC	Lone Star Consulting, LLC	Van Scoyoc Associates, Inc	Akin Gump Strauss Hauer & Feld LLP	The Normandy Group
Factor A - Qualifications and Experience									
Averages	30	27.33	27.00	26.67	26.67	24.67	26.00	25.00	25.00
Factor B -Understanding of the City of El Paso Federal Priorities									
Averages	25	23.67	23.00	23.00	22.67	21.67	21.33	21.00	19.67
Factor C - Approach and Methodology									
Averages	25	23.00	22.67	22.00	22.00	21.00	18.33	18.67	18.33
FACTOR D - Key Personnel and Resources									
Averages	20	17.00	16.00	15.67	14.67	15.67	15.00	14.00	15.33
TOTAL SCORE	100	91.00	88.67	87.34	86.01	83.01	80.66	78.67	78.33
Rank		1	2	3	4	5	6	7	8

City Of El Paso
Request For Qualifications Tabulation Form

Title: Federal Lobbying Services | **Solicitation Number: 2026-0203R**

Bid Opening: January 14, 2025 | **Department: Strategic and Legislative Affairs**

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Akin Gump Strauss Hauer & Feld LLP	Dallas, TX	Yes
Alcalde & Fay, LTD	Arlington, VA	Yes
Forward Global US, Inc	Washington, DC	Yes
Stephen Hofman dba Lone Star Consulting, LLC	McLean, VA	Yes
WPP GROUP, INC dba OGILVY PUBLIC RELATIONS WORLDWIDE LLC dba OGR	New York, NY	Yes
The Ferguson Group, LLC	Washington, DC	Yes
The Normandy Group, LLC	Washington, DC	Yes
Van Scoyoc Associates, Inc	Washington, DC	Yes

RFQs SOLICITED: 1312 LOCAL RFQs SOLICITED: 390 RFQs RECEIVED: 8 LOCAL RFQs RECEIVED: 0 NO BIDS: 5

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: D.R.
Date: 1/21/2026

View List for 2026-0203 Federal Lobbying			
1	Aurum Tech, LLC	El Paso	TX
2	Brock & Bustillos Inc.	El Paso	TX
3	Creative Engagement Solutions, LLC	El Paso	TX
4	CW Print Services	Austin	TX
5	Entravision Communications	El Paso	TX
6	Foresight AI Partners	El Paso	TX
7	NORTHRIDGE RESEARCH LLC (NRT Group)	Houston	TX
8	R.R.P. Consulting Engineers, L.L.C	McAllen	TX
9	Servin, LLC	El Paso	TX
10	Valiant Strategies LLC	Houston	TX
11	Virco Inc	Conway	AR
12	Ximalli Security Solutions	El Paso	TX
13	Alcalde & Fay	Arlington	VA
14	Van Scoyoc Associates, Inc.	Washington	DC
15	Akin Gump Strauss Hauer & Feld LLP	Washington	DC
16	The Ferguson Group LLC	Washington	DC
17	Forward Global US, Inc.	Washington	DC
18	The Normandy Group	Washington	DC
19	OGR (WPP Group Inc dba Ogilvy Public Relations Worldwide LLC)	Philadelphia	PA
20	Lone Star Consulting, LLC	Washington	DC
21	ConvergeOne, Inc.	Bloomington	MN
22	Textbook Warehouse (Textbook Warehouse, LLC)	Alpharetta	GA
23	Crisis Prevention Institute, Inc.	Milwaukee	WI
24	Tall City Cyber LLC	Midland	TX
25	Allometrics Inc.	Webster	TX
26	EMC Strategy Group, LLC	San Antonio	TX
27	Ferox Strategies, LLC	Washington	DC
28	The Roosevelt Group LLC (The Roosevelt Group)	Washington	DC
29	Thorn Run Partners	Washington	DC
30	Vogel Group	Washington	DC

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1406804

Date Filed:
01/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Forward Global US Inc
Washington , DC United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of El Paso

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2026-0203R Addendum 1
Federal Lobbying Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Micha Wallesen, and my date of birth is 07/21/1999.

My address is 1010 Wisconsin Ave NW ste 710, Washington (city), D.C. (state), 20007 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Washington, District of Columbia County, State of _____, on the 09 day of January (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Purchasing & Strategic Sourcing Department

Non-Collusion and Business Disclosure Affidavit

THIS IS AN OFFICIAL PURCHASING & STRATEGIC SOURCING DEPARTMENT DOCUMENT – RETAIN WITH PROCUREMENT FILE

Before me, the undersigned official, on this day, personally appeared John Procter, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.

2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to *2026-0203R Federal Lobbying Services.*

   Forward Global US Inc. (Name of Offeror).

3. BY SUBMITTING THIS PROPOSAL, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.

4. I have listed in *Paragraph 10* below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.

5. Certificate of Organization. In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).

6. Material Change in Organization or Operation. *Except as described in Paragraph 10 below,* I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.

7. Debarment/Suspension. *Except as described in Paragraph 10 below,* I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in *Paragraph 10* below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

   I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. Default/Termination of Contracts. *Except as described in Paragraph 10 below,* I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or

without the Offeror's default. If such a contract has been terminated within the last 24 months, state in *Paragraph 10* below the reason for or circumstances surrounding the termination.

9. Taxpayer Identification. In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

_____

_____

_____

_____

_____

_____

(Attach additional pages if needed)

Attached are the following:

Certificate of Organization (required by *Paragraph 5*)
Taxpayer Identification (required by *Paragraph 9*)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37l10. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

Signature

SUBSCRIBED AND SWORN to before me on this 15th day of January, 2026.

Notary Public

Rochelle Davis

Printed Name

June 30, 2030

Commission Expires

ROCHELLE DAVIS NOTARY PUBLIC My Comm. Exp. Jun 30, 2030 DISTRICT OF COLUMBIA

(Rev. Sept. 2009)

City of El Paso
Purchasing & Strategic Sourcing Department

Certification Regarding Terrorist Organizations & Boycotting of Israel for

2026-0203R Federal Lobbying Services

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH THE PROCUREMENT FILE

I, John Proctor (Full Name) the undersign representative of Forward Global US Inc. (Company Name) (herein after referred as Vendor) hereby Certifies that:

1. It is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

2. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (See Texas Government Code Chapter 2270.002 and 2252.151-154.)

Signature

1/9/2026
Date

Forward

January 14, 2026

Mr. Derrick Russell
Lead Procurement & Contract Analyst
Purchasing & Strategic Sourcing Department
City of El Paso
300 N. Campbell Street, 1st Floor
El Paso, Texas 79901

RE: Solicitation No. 2026-0203R – Federal Lobbying Services Minimum Requirements Compliance Certification

Dear Mr. Russell:

Forward Global US Inc. ("Forward Global") hereby submits this letter in response to the City of El Paso's Request for Proposals for Federal Lobbying Services, RFQ No. 2026-0203R, Addendum 1. This letter serves as Forward Global's required conflict of interest disclosure, and we hereby certify that, to the best of our knowledge, no conflicts of interest exist that would impede our ability to perform the requested services in compliance with the requirements set forth in the solicitation.

Forward Global represents the Texas Border Coalition, whose membership and affiliated entities are publicly available. Forward Global also represents the North American Development Bank (NADBank). After careful review of these active representations, we do not anticipate any conflicts of interest in connection with the services detailed under this RFP.

Should any potential conflicts arise during the course of the engagement, Forward Global will promptly disclose them and take appropriate steps to address such matters in accordance with applicable ethical and professional standards.

Please feel free to contact me should you require any additional information or clarification.

Sincerely,

Ted Anderson
Senior Managing Director
Lieutenant Colonel
U.S. Army, Retired
Forward Global US Inc.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Paul Ted Anderson
Business Name	Forward Global US Inc.
Agenda Item Type	Contract Award
Relevant Department	City Managers Office

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have NOT made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. **Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 1/12/2026

CONFIDENTIAL

Forward

January 14, 2026

Mr. Derrick Russell
Lead Procurement & Contract Analyst
Purchasing & Strategic Sourcing Department
City of El Paso
300 N. Campbell Street, 1st Floor
El Paso, Texas 79901

RE: General Disclosure Letter

Dear Mr. Russell

In accordance with the requirements of the above-referenced RFQ, Forward Global hereby certifies and discloses the following:

Forward Global has no prior or pending litigation, acquisitions, mergers, civil or criminal proceedings involving any governmental agency to disclose at this time.

We understand that this disclosure is a material representation and that any misrepresentation may result in disqualification or termination of any resulting contract.

Should any such matters arise during the course of this procurement or any resulting contract, Forward Global will immediately notify the City of El Paso in writing.

Sincerely,

Noe Garcia III
Managing Partner
Forward Global US Inc.

Date: 1/14/2026

City of El Paso
Purchasing & Strategic Sourcing Department

Certification Regarding Boycotting of Energy Company

2026-0203R Federal Lobbying Services

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH THE PROCUREMENT FILE

I, (Full Name) John Procter the undersign representative of Forward Global IV, Inc. (Company Name) (herein after referred as Vendor) hereby Certifies that:

1. It is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809.

2. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

Signature

1/9/2026
Date

CONFIDENTIAL

Forward

January 14, 2026

Mr. Derrick Russell
Lead Procurement & Contract Analyst
Purchasing & Strategic Sourcing Department
City of El Paso
300 N. Campbell Street, 1st Floor
El Paso, Texas 79901

RE: Financial Documentation

Enclosed please find the requested financial documentation in response to the El Paso RFQ 2026-0203R bid requirements.

Regarding item (3), the letter of credit from our financial institution: Our financial institution, CitiBank informed us that the processing time is 30 to 60 days. Given the timeline of this bid submission, we are unable to procure and provide the letter of credit by the deadline.

We remain committed to fulfilling financial requirements should we be selected for this project, and can provide the letter of credit during the contract negotiation phase if required.

Thank you for your consideration.

Noe Garcia III
Managing Partner
Forward Global US Inc.

Date: 1/14/2026

CONFIDENTIAL

Form **1120**
Department of the Treasury
Internal Revenue Service

U.S. Corporation Income Tax Return

For calendar year 2024 or tax year beginning , ending
Go to *www.irs.gov/Form1120* for instructions and the latest information.

OMB No. 1545-0123
2024

A Check if:
1a Consolidated return (attach Form 851) ☐
b Life/nonlife consolidated return ☐
2 Personal holding co. (attach Sch. PH) ☐
3 Personal service corp. (see instructions) ☐
4 Schedule M-3 attached ☐

TYPE OR PRINT

Name: FORWARD GLOBAL US INC
Number, street, and room or suite no. If a P.O. box, see instructions.: 1010 WISCONSIN AVE. NW STE 710
City or town, state or province, country, and ZIP or foreign postal code: WASHINGTON DC 20007

B Employer identification number: 84-3308851
C Date incorporated: 10/25/2019
D Total assets (see instructions): $ 8,874,602

E Check if: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change

Income	1a	Gross receipts or sales	1a 22,886,550	
	b	Returns and allowances	1b	
	c	Balance. Subtract line 1b from line 1a		1c 22,886,550
	2	Cost of goods sold (attach Form 1125-A)		2
	3	Gross profit. Subtract line 2 from line 1c		3 22,886,550
	4	Dividends and inclusions (Schedule C, line 23)		4
	5	Interest		5 16,222
	6	Gross rents		6
	7	Gross royalties		7
	8	Capital gain net income (attach Schedule D (Form 1120))		8
	9	Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)		9
	10	Other income (see instructions—attach statement) See Stmt 1		10 68,267
	11	**Total income.** Add lines 3 through 10		11 22,971,039
Deductions (See instructions for limitations on deductions.)	12	Compensation of officers (see instructions—attach Form 1125-E)		12 355,602
	13	Salaries and wages (less employment credits)		13 4,328,097
	14	Repairs and maintenance		14
	15	Bad debts		15
	16	Rents		16 290,000
	17	Taxes and licenses		17 258,828
	18	Interest (see instructions)		18
	19	Charitable contributions		19
	20	Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		20 91,325
	21	Depletion		21
	22	Advertising		22
	23	Pension, profit-sharing, etc., plans		23
	24	Employee benefit programs		24
	25	Energy efficient commercial buildings deduction (attach Form 7205)		25
	26	Other deductions (attach statement) See Stmt 2		26 14,768,709
	27	**Total deductions.** Add lines 12 through 26		27 20,092,561
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11		28 2,878,478
	29a	Net operating loss deduction (see instructions)	29a	
	b	Special deductions (Schedule C, line 24)	29b	
	c	Add lines 29a and 29b		29c
Tax, Refundable Credits, and Payments	30	**Taxable income.** Subtract line 29c from line 28. See instructions		30 2,878,478
	31	Total tax (Schedule J, line 12)		31 604,480
	32	Reserved for future use		32
	33	Total payments and credits (Schedule J, line 23)		33 104,579
	34	Estimated tax penalty. See instructions. Check if Form 2220 is attached ☒		34 23,347
	35	**Amount owed.** If line 33 is smaller than the total of lines 31 and 34, enter amount owed		35 523,248
	36	**Overpayment.** If line 33 is larger than the total of lines 31 and 34, enter amount overpaid		36
	37	Enter amount from line 36 you want: **Credited to 2025 estimated tax** Refunded		37

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below? See instructions. ☒ Yes ☐ No

Signature of officer JOHN PROCTER — Date — Title CEO

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Baris Day		05/20/25		P03181979

Firm's name Manay CPA Inc — Firm's EIN 81-5038078
Firm's address 2513 Shallowford Rd Marietta, GA 30066 — Phone no. 404-900-1040

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash		219,282		2,647,221
2a Trade notes and accounts receivable	3,357,555		2,903,909	
b Less allowance for bad debts	( )	3,357,555	( )	2,903,909
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (att. stmt.) Stmt 3		712,540		1,277,195
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach stmt.)				
10a Buildings and other depreciable assets	795,380		825,073	
b Less accumulated depreciation	135,106	660,274	226,979	598,094
11a Depletable assets				
b Less accumulated depletion	( )		( )	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization	( )		( )	
14 Other assets (attach stmt.) Stmt 4		53,183		1,448,183
15 Total assets		5,002,834		8,874,602
Liabilities and Shareholders' Equity				
16 Accounts payable		559,958		1,343,417
17 Mortgages, notes, bonds payable in less than 1 year		1,333,651		9,889
18 Other current liabilities (att. stmt.) Stmt 5				2,421,403
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement)				
22 Capital stock: a Preferred stock				
b Common stock	749,962	749,962	749,962	749,962
23 Additional paid-in capital				
24 Retained earnings—Appropriated (att. stmt.)				
25 Retained earnings—Unappropriated		2,359,263		4,349,931
26 Adjustments to SH equity (att. stmt.)				
27 Less cost of treasury stock		( )		( )
28 Total liabilities and shareholders' equity		5,002,834		8,874,602

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1 Net income (loss) per books	2,260,403	7 Income recorded on books this year not included on this return (itemize): Tax-exempt interest $	
2 Federal income tax per books	604,480		
3 Excess of capital losses over capital gains			
4 Income subject to tax not recorded on books this year (itemize):			
5 Expenses recorded on books this year not deducted on this return (itemize): a Depreciation $ b Charitable contributions $ c Travel and entertainment $ 13,595		8 Deductions on this return not charged against book income this year (itemize): a Depreciation $ b Charitable contributions $	
	13,595	9 Add lines 7 and 8	
6 Add lines 1 through 5	2,878,478	10 Income (page 1, line 28)—line 6 less line 9	2,878,478

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Schedule L, Line 25)

1 Balance at beginning of year	2,359,263	5 Distributions: a Cash	
2 Net income (loss) per books	2,260,403	b Stock	
3 Other increases (itemize):		c Property	
		6 Other decreases (itemize): Stmt 6	269,735
		7 Add lines 5 and 6	269,735
4 Add lines 1, 2, and 3	4,619,666	8 Balance at end of year (line 4 less line 7)	4,349,931

City of El Paso
Purchasing & Strategic Sourcing Department

Certification Regarding Discrimination Against Firearm & Ammunition Industries

2026-0203R Federal Lobbying Services

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH THE PROCUREMENT FILE

I, (Full Name) John Procter the undersign representative of Forward Global US, Inc. (Company Name) (herein after referred as Vendor) hereby Certifies that:

1. neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and

2. Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.

For purposes of this Agreement, the term "'Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

Signature

1/9/2026
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Micha Wallesen
Name of signatory

Signature

01-09-2026
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "FORWARD GLOBAL US, INC.", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2024, AT 6:08 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

7633990 8100
SR# 20244099905

Authentication: 204779321
Date: 11-01-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:08 PM 10/31/2024
FILED 06:08 PM 10/31/2024
SR 20244099905 - File Number 7633990

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF FORWARD GLOBAL US, INC.

(Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware)

It is hereby certified that:

1. The present name of the Corporation is Forward Global US, Inc. (the "**Corporation**"). The Corporation was originally incorporated in Delaware on September 30, 2019, under the name Avisa Partners US, Inc. The Certificate of Incorporation of the Corporation was amended on July 26, 2023 by filing a Certificate of Amendment in Delaware.

2. This Amended and Restated Certificate of Incorporation of the Corporation (this "**A&R CoI**") adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware (the "**DGCL**"), further amends and restates the Certificate of Incorporation of the Corporation in its entirety.

3. This A&R CoI was approved by the holders of the requisite number of shares of the Corporation in accordance with Section 228 of the DGCL.

4. This A&R CoI shall become effective upon the filing hereof with the Secretary of State of the State of Delaware and shall read as follows:

FORWARD GLOBAL US, INC.

(A DELAWARE PUBLIC BENEFIT CORPORATION)

FIRST: The name of the corporation is Forward Global US, Inc.

SECOND: The registered office of the Corporation in the State of Delaware and New Castle County is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The registered agent at such address shall be The Corporation Trust Company.

THIRD: Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL, which includes operating in a responsible and sustainable manner. The general interest to be promoted by the Corporation is to design and deliver services and technologies that helps individuals and institutions manage digital, economic, and information risks.

FOURTH: Mission. The Corporation's mission is to generate a positive and significant social, societal and environmental impact when exercising its activities. In this context, the Corporation wishes to focus on feeding strategic thinking, participating in strengthening the trust that exists between economic actors and civil society, contributing to strengthening integrity within the framework of the rule of law, and, more generally, participating in the protection of institutions and citizens, public or private organizations and their clients, by helping them to develop in a virtuous and sustainable manner, to better communicate and interact harmoniously with their ecosystems, to control their risks and to manage the crises to which they are exposed. Still, within the framework of this approach, the managers and all of the decision-making bodies of the Corporation undertake to take into consideration: (i) the social, societal and environmental

consequences of their decisions on all of the Corporation's stakeholders, and (ii) the consequences of their decisions on the environment.

FIFTH: Social and Environmental Objectives.

(a) In line with its purpose, the Corporation has defined social and environmental objectives that it is committed to pursuing as part of its activities, with goals integrated into its model for sustainable and profitable growth.

(b) In terms of governance, the Corporation is dedicated to fulfilling its Corporate Social Responsibility (CSR) commitments by promoting responsible conduct in its operations, in accordance with an ethical code.

(c) Socially, the Corporation is committed to actively supporting the professional development of its employees and fostering a balance between work and personal life.

(d) Environmentally, the Corporation is committed to addressing major public interest issues and reducing the environmental impact of its activities.

SIXTH: The total number of shares of stock which the Corporation shall have authority to issue is 10,000 shares of common stock and the par value of each of such shares is one cent $0.01.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appoint for this Corporation under the provisions of Section 279 of the DGCL order a meeting of the creditors or class of creditors, and/or the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

EIGHTH: 1. Indemnity for Third Party Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was an officer or director of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (collectively, "**Losses**") actually and reasonably incurred by such person in connection with such action, suit or proceeding to the maximum extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), or by other applicable law as then in effect, if the person acted in good faith and in a manner the person reasonably believed to be, in or not opposed to, the best interests of the Corporation

and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed, to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

2. Indemnity for Action by or in right of Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was an officer or director of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager. employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against Losses actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner reasonably believed to be within the scope of the authority conferred on such person by the Corporation or such other entity, and to be in, or not opposed to, the best interests of the Corporation, and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such suit or action was brought determines upon application that, despite the adjudication of liability but in consideration of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

3. Employees. The Corporation may, to the extent deemed advisable by the Board of Directors of the Corporation (the "**Board**"), indemnify any person who is or was an employee or agent (other than an officer or director) of the Corporation if such person would be entitled to such indemnity under the provisions of Section 1 or 2 of this Article EIGHTH if such person had been an officer or director of the Corporation.

4. Procedure for Indemnity. Any indemnification to be provided under Section 1, 2 or 3 of this Article EIGHTH (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, member, manager, employee or agent, as applicable, is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article EIGHTH. Such determination shall be made (1) by a majority vote of directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (3) by the stockholders.

5. Expenses. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding unless otherwise determined by the Board in the specific case, upon receipt of an undertaking by or on behalf of such officer or director to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article EIGHTH. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board deems appropriate.

6. Article Not Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise. both as to action in such

person's official capacity and as to action in another capacity while holding such office, and shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

7. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who was or is a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, manager, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article EIGHTH or of the DGCL.

8. Contract Rights. The provisions of this Article EIGHTH shall be deemed to be a contract right between the Corporation and each officer or director who serves in any such capacity at any time while this Article EIGHTH, and the relevant provisions of the DGCL or other applicable law are in effect, and any repeal or modification of this Article EIGHTH, or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceedings then existing.

9. References to "the Corporation". For the purposes of this Article EIGHTH, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger and the Corporation which, if its separate existence had continued, would have had power and authority to (or in fact did) indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article EIGHTH with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

10. Savings Clause. If this Article EIGHTH or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article EIGHTH that shall not have been invalidated and to the fullest extent permitted by applicable law.

NINTH: The Board shall have the power to adopt, amend or repeal the by-laws of the Corporation.

TENTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board. The election of the directors of the Corporation need not be by written ballot unless the by-laws of the Corporation shall so provide.

ELEVENTH: The Corporation expressly elects not to be governed by Section 203 of the DGCL.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed by the undersigned, its duly authorized officer this 31st day of October, 2024 and the foregoing facts stated herein are true and correct.

FORWARD GLOBAL US, INC.

DocuSigned by:

By: John Procter
C3B8DD44F12142C...

Name: John Procter
Title: President and CEO

City of El Paso
Purchasing & Strategic Sourcing Department

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING & STRATEGIC SOURCING DEPARTMENT DOCUMENT – RETAIN WITH THE PROCUREMENT FILE

Before me, the undersigned authority, on this day personally appeared John Procter [FULL NAME] (hereafter "***Affiant***"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Affiant is an authorized representative of the following company or firm: Forward Global US, Inc. [*Contracting Entity's Corporate or Legal Name*] (hereafter, "***Contracting Entity***").

3. Affiant is submitting this affidavit in response to the following solicitation: 2026-0203R Federal Lobbying Services [*2026-0203R Federal Lobbying Services*] which is expected to be in an amount that exceeds $25,000.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- ☐ Sole Proprietorship
- ☑ Corporation
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Other (Specify type in space provided below):

_____

For Non-Profit Entity (select below):

- ☐ Non-Profit Corporation
- ☐ Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	Forward Global US Inc.
Business Address [No./Street]	1010 Wisconsin Ave, NW Ste. 710
City/State/Zip Code	Washington, DC 20007
Telephone Number	+1-703-587-9967
Resident Address (if applicable)	N/A
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	84-330-8851
Texas Sales Tax Number	

5% Owner(s) (If none, state "None"):**

Name	None
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "***City***"), the City may refuse to award a contract to or enter into a transaction with an apparent low offeror or successful proposer that is indebted to the City.

7. Affiant understands that the term "***Debt***" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars ($100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.

8. Affiant understands that the term "***Delinquent***" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.

9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

_____

_____

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

_____

_____

_____

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

Signature

SUBSCRIBED AND SWORN to before me on this 12th day of January, 2026.

Notary Public

Rochelle Davis

Printed Name

June 30, 2030

Commission Expires

ROCHELLE DAVIS
NOTARY PUBLIC
My Comm. Exp.
Jun 30, 2030
DISTRICT OF COLUMBIA

Forward

January 14, 2026

Mr. Derrick Russell
Lead Procurement & Contract Analyst
Purchasing & Strategic Sourcing Department
City of El Paso
300 N. Campbell Street, 1st Floor
El Paso, Texas 79901

RE: Solicitation No. 2026-0203R – Federal Lobbying Services Minimum Requirements Compliance Certification

Dear Mr. Russell:

Forward Global US Inc. ("Forward Global") hereby certifies that we meet all minimum requirements specified in the Minimum Requirement Compliance section of RFQ 2026-0203R for Federal Lobbying Services.

REQUIREMENT: Demonstrated experience and success in representing municipal or public-sector clients at the federal level

COMPLIANT - Forward Global has represented public-sector clients, including our work with the Texas Border Coalition, representing multiple Texas border municipalities. Our team members have extensive public sector experience, including service to U.S. Senator Kay Bailey Hutchison and Texas Governor George W. Bush, as well as U.S. Army Chief Legislative Liaison to Congress.

REQUIREMENT: Established presence in Washington, D.C., with direct access to federal agencies and congressional offices

COMPLIANT - Forward Global has operated continuously in Washington, D.C. for over six years with a physical office and full-time staff. Our team maintains direct relationships with the Texas congressional delegation, key House and Senate committees, and federal agencies, including the Department of Defense, Department of Transportation, Department of Homeland Security, and White House offices.

REQUIREMENT: At least five (5) years of experience in federal legislative and funding advocacy

COMPLIANT - Forward Global has operated as a federal advocacy firm for over six years. Our team collectively brings over 70 years of combined federal lobbying and legislative experience.

REQUIREMENT: Proven track record in securing federal appropriations, passing legislation, and favorable regulatory outcomes for clients

COMPLIANT - Our team has secured federal appropriations, advanced legislative priorities through NDAA and other legislation, and achieved favorable regulatory outcomes. Lt. Col. Ted Anderson

managed Army appropriations as Chief Legislative Liaison, and our team has delivered results for clients across infrastructure, defense, and border priorities.

CERTIFICATION

I certify that all information provided is true and accurate. Forward Global US Inc. meets all minimum requirements and is fully qualified to provide Federal lobbying services to the City of El Paso.

Noe Garcia III
Managing Partner
Forward Global US Inc.

Date: 01/14/2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Forward Global US, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1010 Wisconsin Ave. NW STE 710

Requester's name and address (optional)

6 City, state, and ZIP code

Washington DC 20007

7 List account number(s) here (optional)

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

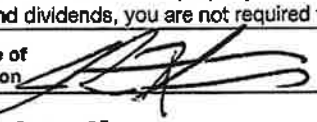
8	4	-	3	3	0	8	8	5	1

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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  Date 1/2/2025

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2026-0203R Addendum 1
Forward Global US, Inc.
Supplier Response

Event Information

Number: 2026-0203R Addendum 1
Title: Federal Lobbying Services
Type: Request for Qualifications
Issue Date: 12/16/2025
Deadline: 1/14/2026 02:00 PM (MT)
Notes:

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment.

Event	Date and/or Time
Release	**12/16/2025**
Non-Mandatory Pre-Proposal Conference (Recommended to attend)	**12/23/2025@ 11:00 A.M. Mountain Standard Time** **Join the meeting now** Meeting ID:246 344 483 278 4 Passcode: eE9Uk3Ye **Dial in by phone** +1 915-213-4096,,640912634# United States, El Paso

	Find a local number **Phone conference ID: 358 182 670#**
Answers To Questions	**1/07/2026**
Due Date	**1/14/2026@2:00 P.M. (MST)**
Bid Opening and Reading	**01/14/2026@ 2:30 P.M., The City of El Paso, Texas will be broadcasting Bid Openings Live at https://www.elpasotexas.gov/purchasing/**
Evaluation	**February 2026**
Contract Award Date (approx.)	**March 2026**

Mail To or Hand Deliver To:

City of El Paso Purchasing & Strategic Sourcing Department

300 N. Campbell, 1st Floor El Paso, TX 79901-1153

Contact Information

Contact: Derrick Russell
Address: Purchasing & Strategic Sourcing
City 1
1st Floor
300 N Campbell St.
El Paso, TX 79901
Phone: (915) 335-5947
Fax: (915) 212-0044
Email: RussellHD@elpasotexas.gov

Amendment to Solicitation

1. Amendment	2. Effective Date	Page 1 of 4
A001	**January 7, 2026**	

4. Issued by

Purchasing & Strategic Sourcing Department
City of El Paso
City 1
300 N. Campbell, 1st Floor
El Paso, Texas 79901-1153

5A. Amendment to Solicitation No. **2026-0203R**	5B. Due Date:
TITLED: Federal Lobbying Services	**January 14, 2026**

6. This Item Only Applies to Amendments of Solicitations

The above numbered solicitation is amended as set forth in item 7. The hour and date specified for receipt of offers ☐ is EXTENDED or ☒ NOT EXTENDED

All amendments must be acknowledged on the Signature Page & Amendment Acknowledgement for Paper Proposals. Failure to do so may be cause for rejection of proposal.

7. Description of Amendment

A. Responses to offeror's questions are on the following page.
B. Pre-Proposal Agenda and Sign in Sheet are attached

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

City of El Paso
Claudia A. Garcia
Director of Purchasing & Strategic Sourcing

BY_____/S/_____
Derrick Russell
Lead Procurement and Contract Analyst

Approved by_____/S/_____
Crystal Paz
Interim Assistant Director

Responses to Questions
Solicitation No. 2026-0203R
Title: Federal Lobbying Services

Q #	QUESTION/COMMENT	RESPONSE
1.	The RFP indicates that the "Total Budgeted Contract Amount is $200,000.00." Is this just for the initial contract period of one year, or is it also inclusive of up to two additional one-year terms (i.e., $200,000 contract authority for three full years; $66,666.67/year)?	The total not-to-exceed contract amount is $200,000.00 for the entire contract term, inclusive of the initial one-year period and any renewal options that may be exercised. The contract amount will not increase if renewal options are exercised.
2.	Are proposers permitted to resubmit several of the signed and/or notarized 18 response attachment forms from the original RFQ for Federal Lobbying Services published in May 2025 (2025-0478R) for the newly issued RFQ for Federal Lobbying Services (2026-0203R)?	No. Offerors must submit new, completed, and executed forms using the documents provided in the Download Attachments tab for Solicitation No. 2026-0203R. Forms from prior solicitations will not be accepted.
3.	Where is the RFP document? On the download attachments there is only the mandatory forms, W9, amendment acknowledgement, Form 1295. there is not RFP document.	Offerors must create an IonWave account and log in to view the full solicitation. The Scope of Work, Minimum Requirements, and other solicitation details are located within the solicitation's Attributes of the RFQ once logged in.

Pre-Proposal Meeting Agenda

Purchasing & Strategic Sourcing Department

SOLICITATION	2026-0203R Federal Lobbying Services
LOCATION	Microsoft Teams Meeting
DATE:	December 23, 2025
TIME	11:00 AM.

Items:

1. **Introductions**

   Lead Procurement & Contract Analyst – Derrick Russell, RussellHD@elpasotexas.gov 915-335-5947

2. **Procurement Information – Low Bid Procurement**

   a) Funding – General Fund
   b) Deadlines
      1. Last day to submit questions – December 31, 2025
      2. Amendment Release- January 7, 2026
      3. Bids Due – January 14, 2026 at 2:00 PM (MT)

3. **Cone of Silence**

   A "Cone of Silence" is in effect after advertising and terminates at the time the Purchasing Director places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding Bids between or among others. After today, I will be your point of contact for any questions that you may have and I will forward them to the Project Manager. Questions need to be submitted in writing. Response to your questions will be addressed via Amendment.

4. **Scope of Work (Summary by PM)**

   Please refer to Bid Attribute 14 of 2026-0203R - Scope of Work – Minimum Requirements

5. **Open Discussion**

City of El Paso
Purchasing and Strategic Sourcing Department

Attendance Log

2026-0203R Federal Lobbying Services

Pre-Proposal Meeting
Tuesday December 23, 2025 at 11:00 AM

Name	Representing	Address	Phone No./Cell No.	Email Address
Derrick Russell	P&SS		915-335-5947	russellhd@elpasotexas.gov
Omar Martinez	Legislative Affairs			
Stephen Homan	Lone Star Consulting		202-412-2689	shofman@Lsconsulting.us
James Crum	Van Scoyoc Associates		202-236-8084	jcrum@vsadc.com
Nate Paulovits	The Roosevelt Group		847-207-8280	npaukovits@rooseveltdc.com
Ralph Garboushian	Captital Edge		202-674-3027	ralphg@capitaledge.com
Alexandrer Perez	The Normandy Group		202-714-2051	aperez@thenormandygroup.com
Carmen Ojeda	Thorn Run Partners		520-288-2216	Cojeda@thornrun.com
Tatiana Cook	OGR		202-820-0626	tatiana.cook@orgwashgton.com
Christian Escalante	LJA Engineering		915-820-0326	cescalante@lja.com

Purchasing & Strategic Sourcing Department

By Electronic Transmission

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

February 13, 2026

Forward Global US, Inc.
Attn: Micha Wallesen
1010 Wisconsin Ave NW, Suite 710
Washington, DC 20007

RE: Negotiations – 2025-0203R Federal Lobbying Services

Dear Mrs. Wallesen,

The City of El Paso has evaluated the proposal that your company submitted in response to solicitation 2025-0203R Federal Lobbying Services. It is my pleasure to inform you that, after the evaluation of proposals, Forward Global US, Inc. is the highest ranked offeror. The City is now moving to the negotiation phase for this procurement.

Therefore, in accordance with Attribute 18 Evaluation and Award Process, Item #7 of the RFQ, we invite you to submit a negotiation letter to the City of El Paso. The specific list of requested items is shown on the following page. You must submit the letter to the City of El Paso by e-mail, no later than February 18, 2026 - 5:00 p.m. MST to be considered for selection for the award of the contract.

This letter is only an invitation to participate further in the RFQ process; it does not convey or imply anything more. This letter is not intended to be a binding commitment to contract with your company, nor will the City of El Paso be obligated in any manner until the City Council takes formal action to award a contract. Accordingly, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost.

Sincerely,

Claudia A. Garcia – CPPO, CPPB
Director
Purchasing & Strategic Sourcing Department
(DR:CAG)

cc: Requirements File & Strategic & Legislative Affairs

Purchasing & Strategic Sourcing Department

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

NEGOTIATIONS PROPOSAL COST

1. Base Monthly Retainer

Provide a fixed monthly retainer fee covering the core services outlined in the Scope of Work:

Retainer	Proposal Cost
Base Monthly Retainer	$_12,500_____

2. Optional Add-On Services

Provide a menu of optional services with fixed pricing (monthly or per task), such as:

- Intensive appropriations or legislative initiatives
- Special federal advocacy campaigns
- Support for City delegations or federal fly-ins
- Specialized or time-sensitive federal actions outside the base scope

Optional Add-ons (add or subtract as needed)	Proposal Cost
1. Forward Global Travel to El Paso	$ 8,000 total
2. City delegation/ Federal fly-in	$ 5,000 per
3. Intensive research/ appropriations	$ 3,500 per
4. Coalition & partnership building	$ 10,000 total

3. Assumptions and Exclusions

Identify any assumptions, limitations, or services not included in the base retainer:

Assumptions and Exclusions	Proposal Cost
1. Communications and Public Affairs	$ 12,500/month
2.	$_____
3.	$_____
4.	$_____

Forward Global US, Inc. Information

Address: 1010 Wisconsin Ave NW
Suite 710
Washington, DC 20007
Phone: (202) 417-7574

By submitting your response, you certify that you are authorized to represent and bind your company.

Micha Wallesen
Signature

micha.wallesen@forwardglobal.com
Email

Submitted at 1/14/2026 12:35:30 PM (MT)

Requested Attachments

Factor A: Qualifications and Experience — El Paso Cover page and FACTOR A.pdf

Failure to furnish required documentation with the proposal will result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Factor B: Understanding of City of El Paso Federal Priorities - Upload Completed Document — El Paso FACTOR B.pdf

Failure to furnish required documentation with the proposal will result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Factor C - Approach and Methodology — El Paso FACTOR C.pdf

Failure to furnish required documentation with the proposal will result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Factor D - Key Personnel and Resources — El Paso FACTOR D.pdf

Failure to furnish required documentation with the proposal will result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Minimum Requirements Compliance Letter — minimum req letter.pdf

Failure to furnish required documentation with the proposal will result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Conflict of Interest Disclosure Letter — COI letter.pdf

Failure to furnish required documentation with the proposal will result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Indebtedness Affidavit - Upload Completed Document — Indebtedness Affidavit.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

CIQ Form - Upload Completed Document — Form CIQ.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Terrorist Organizations & Boycotting of Israel - Upload Completed Document — Certification re Terrorist Orgs and Boycotting Israel.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Discrimination Against Firearm & Ammunition Industries - Upload Completed Document

Firearm and Ammunition Certification.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Boycotting of Energy Company - Upload Completed Document

Energy Company Certification.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

W-9 - Upload Completed Document

W-9.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Completed Form 1295 - Upload Completed Document

1295.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Non-Collusion and Business Disclosure Affidavit - Upload Completed Document

BDA.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Disclosures - Upload Completed Document

Disclosure.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certificate of Fact and/or DBA Certificate - Upload Completed Document

Forward Global US, Inc. Certificate of Incorporation.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Upload Disclosure of Campaign Contributions and Donations

Disclosure of Campaign Contributions .pdf

I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Financial Responsibility Document - Upload Completed Document

FGUS 2024 Tax Return (Summary)-combined.pdf

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Bid Attributes

1 City of El Paso Mission, Vision and Values

MISSION
Deliver exceptional services to support a high quality of life and place for our community

VISION
Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

VALUES
Integrity
Respect
Excellence
Accountability
People

2 Organizational Profile

The City of El Paso was incorporated in 1873, and spans over 255 square miles. Located at the confluence of two countries, the United States and Mexico; and three states, Texas, Chihuahua and New Mexico, the City of El Paso serves just under 700,000 residents. The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas.

As part of the largest binational metroplex in the Western Hemisphere, the City of El Paso serves as the epicenter to a global, cultural and economic population of 2.5 million people. Among the fastest growing metropolitan areas in the nation, the City engages in systemic processes, empowering effective planning and increasing efficiency in order to be ready to respond to emerging changes.

The City's organizational culture embodies the relentless spirit of the El Paso Strong mantra through a proactive commitment to providing a supportive workforce environment, empowering the organization to take care of the community through continuous improvement of service delivery, supporting a high quality of life and place for the community.

3 Strategic Goal 6: Set the Standard for Sound Governance and Fiscal Management

Strategic Plan Subsection 6.8: Support transparent and inclusive government

4 Expiration Notice

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this proposal is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of proposals. All proposals shall expire on the 120th day after the proposals are open unless the City of El Paso requests an extension of the proposals in writing and the offeror agrees to extend in writing.

☑ I confirm that I have read, understand and agree

5 Solicitation Purpose

The City of El Paso is soliciting Proposals for Federal Lobbying Services, primarily for the Strategic and Legislative Affairs. The City shall order all of its supplies and/or services from one successful offeror from time to time as needed. Only personnel from Strategic and Legislative Affairs are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from Strategic and Legislative Affairs and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

6 Public Disclosure of Proposal Information

Public Disclosure of Proposal Information

Offerors are cautioned that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or offeror does not apply after the procurement process is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" at the top right corner using minimum of 14+ font size and the basis of your claim of confidentiality has to be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a proposal should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev.6/26/2023]

IMPORTANT NOTICE

Note: Any changes in due date or material changes for any solicitation will be posted on https://elpasotexas.ionwave.net/CurrentSourcingEvents.aspx

It is the offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their proposal. For paper submissions, please refer to Ionwave system https://elpasotexas.ionwave.net/Login.aspx to ensure you have viewed and received all amendments prior to submitting your formal proposal.

Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council and/or Mass Transit meetings wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for postings and awards.

☑ I confirm that I have read, understand and agree

7 Title 2, Chapter 2.92, Section 2.92.080 Disclosure of Campaign Contributions and Donations

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Click here to view Ordinance No. 019581

Click here to download the Disclosure of Campaign Contributions and Donations form

Complete and upload to "Response Attachments" tab

☑ I have read, downloaded and completed form

8 Wage Theft

The City of El Paso Code – Chapter 3.46

3.46.010 Definition

1. Wage Theft Adjudication occurs when:

(1) Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or

(2) Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or

(3) A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or

(4) The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or

(5) Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or

(6) Court of competent jurisdiction finds that an employer engaged in wage theft.

2. Employee and **employer** have the meanings by Texas Labor Code, Section 61.001.

3. Wages means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece,

commission or other basis.

4. Wage Enforcement Coordinator shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.

5. Wage Theft Complaint means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

Section 3.46.020 Wage Theft Coordinator

A. Appointment. The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.

B. Duties. The Wage Theft Coordinator shall:

1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a "complaint basis" and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.

2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.

3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.

4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.

5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

Section 3.46.030 Wage Theft Adjudication Database

A.Inclusion in Database. No employer shall be included in the database until the Wage Theft Coordinator has:
1. Confirmed that an employer has a Wage Theft Adjudication record;

2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.

3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

B. Identity of Employer. An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.

C. Removal from Database. An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or

2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or

3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

Section 3.46.040 Wage Theft Complaints Procedure

A. Non- City Contracts. If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

B. City Contracts.

1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.

2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.

3. Texas Workforce Commissions.

(a) If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

(b) The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

Section 3.46.050 Retaliation Prohibited

A. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

B. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

Section 3.46.060. Sanctions And Penalties- City Contracts

A. **Existing City Agreement.**
1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.

2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

B. **New City Agreement.**
1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

9 Cooperative Purchasing

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract award by the City of El Paso on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity.

The City of El Paso is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

10 Cost Preparation

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting a proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

11 Cone of Silence

Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.

2. City Officials, including the Mayor, Council Representatives and their respective staff.

3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

The Cone of Silence/Anti Lobbying Policy does not apply to:

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.

2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.

3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

12 Requests for Clarifications

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in the online bidding system no later than the date indicated in the Schedule of Events for this solicitation. Questions submitted after this date may not elicit a response.

Offerors shall promptly notify the Purchasing & Strategic Sourcing Department of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the proposal process, offeror shall not contact any City staff except those designated in this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the bid involved.

13 Contract Term and Contract Officer Information

Initial Term

The successful Offeror(s) shall complete all work hereunder within the terms of the contract. The initial contract period shall be for One (1) year starting as indicated in Award Letter.

Option Terms

The City of El Paso shall have the option to extend the term of the Contract for up to two (2) additional term of one (1) year. The City Manager or designee may extend the option to extend.

Contracting Officer (CO) and Contracting Officer's Representative (COR)

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

14 Scope of Work and Minimum Requirements

The Offeror shall be responsible for the completion of all work set out in the Contract and task orders. All work is subject to inspection, evaluation, and acceptance by City of El Paso. City of El Paso may employ all reasonable means including but not limited to progress reports, progress meeting, etc., to ensure that the work is progressing and being performed in compliance with the Contract.
Total Budgeted Contract Amount is $200,000.00

I. Purpose

The City of El Paso, Texas ("the City"), is soliciting proposals from qualified firms to provide federal lobbying services in Washington, D.C. On March 3, 2025, the El Paso City Council approved a Federal Legislative Agenda for the 119th Congress. The selected firm will advance the City's federal legislative and funding priorities outlined in the agenda and other relevant planning documents, with a specific focus on supporting Fort Bliss and military-community partnerships, securing investments in critical transportation infrastructure, securing public safety and border, and strengthening binational trade and border region prosperity.

II. Minimum Requirement Compliance

A. Demonstrated experience and success in representing municipal or public-sector clients at the federal level

B. Established presence in Washington, D.C., with direct access to federal agencies and congressional offices

C. At least five (5) years of experience in federal legislative and funding advocacy

D. Proven track record in securing federal appropriations, passing legislation, and favorable regulatory outcomes for clients

E. Proposal not complying with the minimum requirements will be deemed non-responsive and will not be evaluated.

III. Scope of Work

The selected firm shall provide the following services:

A. Federal Legislative and Regulatory Advocacy

A.1. Policy Monitoring and analysis of legislation, regulations, and executive actions that may affect the City, including appropriations, infrastructure funding, transportation, and military, energy, water, border and trade issues, immigration, and homeland security

A.2. Secure meetings with Members of Congress, committee staff, executive branch officials, and private industry stakeholders to promote and secure funding and favorable policy outcomes. Develop coalition-building strategies with peer cities, military advocacy organizations, and industry associations. Engage with relevant House and Senate committees including Armed Services, Transportation and Infrastructure, Appropriations, and Homeland Security

B. Federal Funding Support

B.1. Analysis of the federal appropriations process and possible impacts to City funding and federal investments in El Paso

B.2. Advocacy support with the Department of Defense, including securing investments, programs, and policies that strengthen military-community relations between the City of El Paso and Fort Bliss. Monitor federal defense policy, National Defense Authorization Act (NDAA) appropriations, Fort Bliss installation operations funding, critical infrastructure needs, and quality-of-life initiatives for service members and their families

B.3. Identify and support programs that improve the City's emergency response capacity, mental health infrastructure, healthcare delivery, law enforcement, and community resilience. Engage agencies such as DOJ, DHS, FEMA, HHS, and CDC on funding, regulatory, and policy matters

B.4. Advocacy support for border infrastructure and trade, including securing policy and funding that ensures adequate staffing of inspection facilities, modernizes land ports of entry, strengthens cross-border freight, and expands trade facilitation programs. Advocate for binational collaboration on infrastructure, logistics, workforce, and environmental issues affecting the U.S.–Mexico border region. Support securing and amending Presidential Permits for International Ports of Entry

C. Legislative Strategy Development

C.1. Annual Federal Agenda Support, including assistance with drafting and refining the City's annual legislative and funding priorities for adoption by City Council

C.2. Quarterly Strategic Planning Meetings with key City staff and elected officials to align lobbying activities with evolving priorities and emerging issues. Occasional travel to El Paso, Texas is required

C.3. Comply with all Lobbying Disclosure Act (LDA) reporting requirements

D. Reporting and Communications

D.1. Monthly Written Reports summarizing key advocacy efforts, federal activity, funding opportunities, and outcomes

D.2. Real-Time Alerts on time-sensitive legislative or regulatory developments. Develop a stakeholder engagement map to prioritize federal offices, committees, and agency points of contact aligned with the City's agenda

D3. Support for briefings with City Council and staff as needed to provide updates on federal actions and next steps, including ad-hoc in-person or virtual briefings

IV. Deliverables

A. Initial strategy session and written work plan within 30 days of contract execution
B. Monthly activity and progress reports reporting on progress made on funding priorities and progress made in advancing legislative priorities
C. Participation in annual federal agenda development
D. Facilitation of at least one (1) annual delegation visit or advocacy trip to Washington, D.C.
E. Assistance in preparing testimony, letters, and briefing materials as needed
F. Developing policy toolkits and training sessions for City staff

V. Performance Review

A. The contract will be evaluated via a semiannual performance review to evaluate effectiveness and adjust strategy

VI. Conflict of Interest Disclosure. (Failure to submit a Conflict of Interest disclosure will result in the proposal not being considered and being deemed non-responsive)

A. Required disclosure of clients represented in Texas and border communities
B. Any potential conflicts related to the City of El Paso's interests

15 Exceptions to Scope of Work

No response

16 Payment Terms and Conditions

NOTE: All vendors must accept an ACH payment effective immediately. If awarded a contract or order, an approved account is needed to complete contract execution and process future payments. A secure link to our PaymentWorks system will be provided to the point of contract in the bid submission.

Advance Payments

All contract payments shall be made in accordance with the Contract's invoice payment terms. The City of El Paso will make no advance payments for the goods and/or services that are subject of this bid unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to the address indicated on the "Bill to Information" located on the "Event Details" tab .

Prompt Payment

Payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Payments will be considered to have been made on the date electronic funds are transferred.

Federal Excise Tax

the City is entitled to a deduction for federal excise tax if it is included on the manufacturer's published price list for applicable items, and contractor must invoice accordingly. A federal tax exemption certification will be provided by the City, upon request.

Late Payment fees will incur at the State of Texas statutory rate.

17 Evaluation Information

The City will award the contract to the offeror that submits a proposal which represents the "best value" to the City. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein. The City considers 70 as a passing score. Scores below a 70 will not be considered for award.

The award shall be based upon the evaluation criteria and process delineated herein.

a. Evaluation Committee: All properly submitted bids will be reviewed by an Evaluation Committee.

b. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which bid offers the "best value" to the City.

c. Offeror must fill out the appropriate forms delineated within the solicitation.

18 Evaluation and Award Process

1. The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors included in this solicitation. Factors not specified in the solicitation will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the solicitation.

2. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this solicitation will result in deeming the proposal non-responsive.

3. Price will not be the only consideration in the selection of short-listed proposals. Detailed evaluation of proposals will involve a determination of the most favorable combination of various elements contained in this solicitation. The selection of the ultimate winning proposal will be based upon what the evaluators believe to be most advantageous to the City.

4. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.

5. After evaluations, the Evaluation Committee will determine a short list also known as competitive range. The short list/competitive range include the proposals that have a reasonable chance of being selected for award considering all aspects of the solicitation. The City may request Best and Final Offers (BAFO) and negotiate with the Offeror(s)who fall within the short list/competitive range. If required, only those Offerors within the short list/competitive range may be selected for an oral presentation and/or interview.

6. The presentation/interview process will be arranged by the Evaluation Committee for purposes of discussion and/or clarification. Points may be deducted or added to the Offeror's preliminary score as deemed necessary by the Evaluation Committee.

7. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Offerors Respondents in the competitive range. Once negotiations are complete, the City shall establish a common date and time for the submission of Best and Final Offers. If an Offeror Respondent does not submit a notice of withdrawal of its offer, or a Best and Final Offer, the Respondent's Offeror's immediate previous offer shall be construed as its best and final offer.

8. The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Offeror whose qualifications, price and other factors considered, are the most advantageous to the City.

9. The City reserves the right to award this contract to one Offeror or to make multiple awards and to award without discussions. The City may reject any or all offers if such action is in the City's interest, award contract other than to the lowest offeror respondent, waive informalities and minor irregularities in proposals received, and award all or part of the requirements stated.

10. Proposals that are considered non-responsive will not receive consideration and will not be evaluated. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.

11. The successful Offeror's proposal will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for the proposal be deemed non-responsive or disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.

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Evaluation Factors

The evaluation process is designed to award the contract, not necessarily to the offeror of least cost, but rather to the offeror with the best combination of attributes (i.e., qualifications and experience and price) based upon the evaluation factors specifically established for this solicitation. **Offerors must provide all information outlined in the Evaluation Factors to be considered responsive.** Proposal will be evaluated based on the responsiveness of the offeror's information to the Evaluation Factors which will demonstrate the offerors understanding of the Evaluation Factors and capacity to perform the required services of this solicitation. Proposals considered non-responsive will not be evaluated.

EVALUATION FACTORS	MAXIMUM POINTS
A. Qualifications and Experience	30 Points
B. Understanding of the City of El Paso Federal Priorities	25 Points
C. Approach and Methodology	25 Points
D. Key Personnel and Resources	20 Points
Total	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of offers on the basis of all the factors included in this solicitation.

Factor A - Qualifications and Experience ……..30 Points

• Demonstrated experience representing municipal governments or public sector clients before federal agencies and Congress
• Experience advocating for issues related to defense installations (e.g., Fort Bliss), transportation, public health, border communities, international ports of entry, and binational trade
• Past success in securing federal appropriations, earmarks, and funding

Factor B – Understanding of the City of El Paso Federal Priorities ……25 Points

• Support for Fort Bliss and military-community partnerships
• Infrastructure funding for major trade corridors
• Public safety, law enforcement, and health resilience
• Border security and enforcement issues
• Securing and amending Presidential Permits for Ports of Entry
• Strategic approach to advancing these priorities

Factor C – Approach and Methodology ……..25 Points

• Quality and clarity of the firm's proposed approach
• Ability to provide timely information, strategic counsel, and reporting
• Proposed work plan and communications strategy

Factor D – Key Personnel and Resources ……..20 Points

• Qualifications and availability of key staff who will be assigned to the City of El Paso account
• Presence and connectivity in Washington, D.C., including access to Congress, federal agencies, and relevant coalitions

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Responsibility Determination

Offeror may be deemed non-responsible if financial information is not submitted with the proposal. The financial information referenced in section A is **required** at the time of submission.

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any offer.

A. Financial Capacity Determination –

Financial Information

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:
If a **publicly** held organization:

(1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
(2) Any Form 8K's filed subsequent to last Form 10K or
(3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

If a **privately** held organization:

(1) Balance sheet for your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.
(2) Statement of income of your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant or
(3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the offeror's ability to comply with all of the requirements in the solicitation.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

B. Technical Capacity Determination

The City may conduct a survey relating to the offeror's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any offer. Such research may include, but not necessarily be limited to, discussions with outside offeror's, interviews and site visits with the offeror's existing clients and analysis of industry reports. The City will make a finding of the offeror's Technical Resources/Ability to perform the offeror's scope of work based upon the results of the survey.

An offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the offeror is capable of undertaking and completing the scope of work in a satisfactory manner.

☑ I have uploaded my financial documents

21 Disclosures

Offeror to disclose and describe any prior or pending litigation, acquisitions/mergers, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years for those applicable items.

☑ I have uploaded my disclosures

22 Contract Clauses

Contract Clauses (Terms & Conditions)

1. TERM OF CONTRACT

Under which the City shall order all of its supplies and/or services described in specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months or until a new contract is awarded.

The term of this agreement shall be for twelve (12) months commencing on the date the Contractor receives a written Notice of Award. Delivery of the Notice of Award shall be by email.

2. INVOICES & PAYMENTS

A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
C. Invoices will reflect the Contract Number and the Purchase Order Number.
D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] [Rev. 10-19-18]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97] [1/10/2020]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

C. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.
The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Director describing the default,

specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

[section continued]

23 Contract Clauses

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. INSURANCE REQUIREMENTS [6/29/2019]

Commercial General Liability:
Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as:
Premises/operations liability
Products/completed operations
Personal/advertising injury
Contractual liability
Broad-form property damage
Independent contractor liability
Explosion, Collapse and Underground (XCU)
Cyber Liability/Data/Breach/Ransom

Minimum Limits of Liability
$1,000,000 Bodily Injury/$1,000,000 Property Damage per occurrence
Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads
$1,000,000 Bodily Injury/$1,000,000 Property Damage Liability per occurrence
Required when a contractor is going to work on or within 50 feet of any "railroad property" Commercial Automobile Liability;
$1,000,000 Bodily Injury/$500,000 Property Damage Liability per occurrence

Workers' Compensation Statutory Coverage
$ 500,000 Employers Liability

Professional (Errors & Omissions) Liability (if required)
$1,000,000 per occurrence

Umbrella or Excess Liability Insurance (if required)
$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this contract, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.
Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1th Floor
El Paso, Texas 79901-1153

Please refer to Bid Number/Contract Number and Title in all correspondence and insurance certificates.

Failure to submit insurance certification may result in contract cancellation.

21. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Omar Martinez
Assistant Director of Legislative Affairs
Telephone: (915) 212-0094
Email: Martinezol@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1th Floor
El Paso, TX 79901-1153
Attn: Derrick Russell, Lead Procurement & Contract Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

22. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

23. CONTRACTING INFORMATION [1/10/2020]

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

25. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

26. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

27. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

28. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

29. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

30. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

31. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

32. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

33. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

34. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the

like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

35. TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL [Rev. 4-30-18] [Rev. 10-14-18]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For purposes of this Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

36. DISCRIMINATION AGAINST FIREARM & AMMUNITION INDUSTRIES [Rev 2021-09-23]

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

37. BOYCOTTING OF ENERGY COMPANIES [Rev 2021-09-23]

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

[end of section]

24 **Instructions to Offerors Submitting Paper Proposals**

To download solicitation, click the "Documents" icon located next to "Response History" icon.

1. SIGNATURE OF PROPOSAL BY PERSON AUTHORIZED TO SIGN

All proposals shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the proposal or to include a substitute signed document binding the offeror will be the basis for declaring a proposal non-responsive.

2. REQUIRED NUMBER OF COPIES

Proposals must be submitted in original form with one additional copy.

3. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal must be sealed when presented to the Purchasing & Strategic Sourcing Department. See event details for submission deadlines. Proposals will be publicly opened and read aloud (Offeror's Name, City and State). The City does not provide envelopes or any other office supply for the purpose of submitting Proposals

4. ADDRESSING INSTRUCTIONS

The envelope containing the proposal must be addressed as follows:
City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1st Floor
El Paso, Texas 79901-1153
Attn: Purchasing Director
Also, write the **Solicitation Number, Solicitation Title, and Due Date** clearly on a visible section of the envelope.

5. LABELING OF PROPOSALS [Rev 6/15/05]

The Due Date and Solicitation Number and Name must be written on the outside of the package containing the proposal. The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed proposal and to fully avail themselves of the evaluation and selection process.

6. OFFEROR DELIVERY RESPONSIBILITY

Proposals received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages must be addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing Department.

U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City 2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are opened. The offeror accepts all responsibility for delivering its proposal to the address stated above within the specified time or the proposal will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. ADDITIONAL INFORMATION

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as part of the proposal become the property of the City of El Paso.

Offerors are asked not to include loose brochures (e.g. general marketing material). BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW. Only pertinent information should be submitted.

8. ALTERNATE PROPOSALS

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

9. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All amendments must be acknowledged on the Amendment Acknowledgement Form. Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that their response to a solicitation is incorporating all amendments into said proposal. Amendments may be posted at any time up to and including the due date.

10. PROPOSAL FORMAT AND STRUCTURE

All proposals must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.
2. All pages must be numbered.
3. Address all evaluation factors described within this solicitation.
4. Major sections must have page breaks between them.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.
6. Introduction Page – include the following information:
   a. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within the solicitation.
   b. Clearly label with the solicitation number, title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
   c. Identify by name and title the individual responsible for the administration of the project. That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.
7. The City will not be responsible for locating or securing information not included with proposal. In conducting its assessment, the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.
8. Response to all factors must demonstrate the offeror's comprehension of the objectives and services being procured. Do not merely duplicate the Scope of Work as presented within this Solicitation

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Notice to Offerors

1. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal is determined to be the most favorable to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

2. TIME

[Reserved]

3. TIME AND PLACE OF OPENING

Proposals will be opened and read in City Hall, at 2:30 P.M.(MST) on opening day. However, you are cautioned that proposals must be received in the Purchasing & Strategic Sourcing Department no later than 2:00 PM (MST).

4. RECIPROCAL PREFERENCE

Domestic Preferences

The City reserves the right to grant a preference to cooperative agreement programs, City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the City may, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

State Reciprocal Preference

The City reserves the right to grant an offeror with its principal place of business in the State of Texas (Resident Offeror) a preference on a contract against the proposal of any offeror from another state which enforce or has a preference for its resident offeror. The amount of the preference to the resident offeror shall be equal to the preference in the other state. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

Municipality Reciprocal Preference

The City reserves the right to grant a offeror with its principal place of business within the City limits of El Paso, Texas (Local Offeror) a preference on a contract against the proposal of any offeror from another City within the State of Texas which enforce or has a preference for its local offrerors. The amount of the preference to the local offeror shall be equal to the preference in the other City. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

5. EVALUATION RESULTS

Any questions concerning evaluation results should be directed to the Purchasing & Strategic Sourcing Representative.

6. REQUEST FOR PROPOSAL TABULATIONS

The Request for Proposal tabulation will be available at https://elpasotexaspurchasingtest.ionwave.net/CurrentSourcingEvents.aspx.
No results will be given over the phone.

7. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to the Purchasing & Strategic Sourcing Representative identified in this solicitation within five (5) days after the date of award. Debriefing requests will be scheduled with the designated City staff and Purchasing & Strategic Sourcing Representative.

8. PROTEST/DISPUTE PROCEDURE

Only an offeror who has actually submitted a proposal may appeal an award decision.
Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights.
Protest must be made after the City Council agenda has been posted and by 5:00 p.m. the day before the City Council meeting in which the award will be made. The offeror must write a letter to the Purchasing Director using the phrase "Bid Protest" to City Hall – 300 N. Campbell, El Paso, TX 79901 – attention to the Purchasing & Strategic Sourcing Department. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.
The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

26 Title VI requirement

Title VI Contract Provisions

Subrecipients of federal financial assistance must ensure that the clauses of Appendix A of the U.S. DOT Standard Title VI Assurances are inserted in every contract subject to the Act and the Regulations and that Form FHWA-1273 be physically attached to all federal-aid construction contracts of $10,000 or more.

NOTE TO CONTRACTORS:

FORM 1273 and Appendix A (attached) must be inserted in all subcontractor contracts.

The successful bidder will be required to provide a copy of each of its subcontractors (all tiers) to verify that the above mentioned provisions are included

27 Appendix A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the City of El Paso to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of El Paso, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of El Paso shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of El Paso may direct as a means of enforcing such provisions including sanctions for non- compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of El Paso to enter into such litigation to protect the interests of the City of El Paso, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

28 Form FHWA-1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract

VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels: ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part
230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504
of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR
230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non- responsible.
c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.
Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

[section continued]

29

Form FHWA-1273

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.
Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the
U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the
U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of
$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish
(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph
(1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

[section continued]

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Form FHWA-1273

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.
3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2
CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and
1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR
180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective

participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this 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, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any

covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31
U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than
$10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR
381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other

employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

[end of section]

31 **Amendment A001**

DESCRIPTION OF AMENDMENT

A. Responses to offeror’s questions are on the following page.

B. Pre-Proposal Agenda and Sign in Sheet are attached

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

☑ I confirm that I have read, understand and agree

32 ***Attribute deleted as part of an Addendum***

Forward Global
Proposal For Qualifications to Provide Federal Lobbying Services
The City of El Paso, Texas
2026-0203R

Attn: Mr. Derrick Russell
Lead Procurement & Contract Analyst
Purchasing & Strategic Sourcing Department
City of El Paso
300 N. Campbell Street, 1st Floor
El Paso, Texas 79901

The following is a proposal to provide federal legislative consultant services submitted by Forward Global US Inc. ("Forward Global") to the City of El Paso ("City" or "El Paso"). This proposal addresses the criteria described in the City's **Request for Qualifications for Federal Lobbying Services**, **Solicitation Number: RFQ 2026-0203R**. Ted Anderson, Senior Managing Director, will serve as the lead and overseer of the contract.

This submission is clearly labeled with the Offeror's Name: Ted Anderson, Mailing Address: 1010 Wisconsin Ave NW, Suite 710 Washington, D.C., 20002, and includes the Designated Contact Person: Ted Anderson, Telephone Number: (202) 870-8298, and Email Address: ted.anderson@forwardglobal.com.

Per RFQ 2026-0203R, Forward Global is pleased to provide any supplemental information at the City's request and looks forward to the opportunity to discuss this proposal with the evaluation team in greater detail.

Executive Summary

Forward Global maintains a physical presence in eleven cities worldwide, including four offices in the United States, providing the firm with both on-the-ground Washington, D.C. access and broader national and international reach in support of public sector advocacy efforts. Forward Global is a risk and issues management, international public affairs, strategic communications, and digital advisory organization with a demonstrated record of supporting public sector and municipal clients in advancing federal legislative, regulatory, and funding priorities. With a strong bipartisan presence in Washington, D.C. and an established government and public affairs practice, Forward Global provides integrated federal advocacy services designed to help clients navigate complex policy environments, secure federal appropriations and grants, and engage effectively with Congress and the Executive Branch.

Forward Global advises clients across the full federal engagement lifecycle, including legislative and regulatory monitoring, strategic planning, congressional and agency outreach, coalition building, and ongoing reporting and communications. The firm maintains direct access to Members of Congress, relevant authorizing and appropriations committees, senior federal agency officials, and Executive Branch stakeholders, enabling timely and coordinated advocacy in support of client priorities. This experience directly aligns with the City of El Paso's federal objectives, including support for Fort Bliss and military-community partnerships, transportation and trade corridor infrastructure, border security and ports of entry, public safety, and economic resilience.

The firm's approach emphasizes close collaboration with client leadership to translate adopted legislative agendas into actionable federal strategies. Forward Global works with public entities to identify clear priorities, establish achievable milestones, and deploy targeted advocacy efforts that are responsive to evolving federal dynamics. Regular reporting, real-time alerts, and strategic briefings ensure transparency, accountability, and alignment with client goals throughout the engagement.

Forward Global's organizational structure allows it to draw on a deep bench of government affairs professionals, policy experts, and strategic advisors while maintaining senior-level engagement on all client matters. This integrated model enables Forward Global to serve as a force multiplier for public sector clients, providing disciplined federal advocacy, strategic counsel, and measurable results. The firm's experience navigating congressional appropriations and authorizing processes, as well as federal agency decision-making, positions Forward Global to effectively support and advance the City of El Paso's federal legislative and funding agenda.

Factor A: Qualifications and Experience

Forward Global US Inc. brings an exceptional and unique qualification to this engagement: Ted Anderson (Lt. Col, USA, Ret.), a senior member of our team, previously served the City of El Paso under a former federal lobbying services contract with McBee Strategic and was directly responsible for deliverables in the prior contract.

This is not a proposal from a firm promising to learn El Paso's priorities and build federal relationships on the City's time. This is a proposal from a team that has already delivered measurable results for El Paso, secured appropriations, passed legislation, and protected Fort Bliss, and is ready to continue that successful advocacy in the 119th Congress and beyond.

Forward Global maintains strong bipartisan credentials in the United States, with team members bringing decades of combined experience in the White House, on Capitol Hill, within federal agencies, and in national political campaigns. This bipartisan foundation enables the firm to effectively engage Members of Congress, committee staff, and senior executive branch officials across administrations and party control, and to advance client priorities through shifting political and institutional dynamics.

The firm has demonstrated success managing federal advocacy efforts that require coordination across multiple stakeholders and institutions. Forward Global routinely supports clients in shaping policy outcomes, accessing federal decision-makers, and navigating complex regulatory and legislative processes. This includes direct engagement with congressional leadership, authorizing and appropriations committees, and senior officials within federal departments and agencies to advance clearly defined policy and funding objectives.

In addition, Forward Global brings experience working with clients operating in politically sensitive and highly scrutinized environments, where success depends on credibility, precision, and sustained engagement. The firm’s ability to manage complex issues, engage influential third parties, and maintain productive relationships with federal policymakers positions it to effectively support the City of El Paso’s federal legislative and funding agenda.

Forward Global has represented numerous clients with large, diverse, and complex federal agendas similar to that of the City of El Paso: we have represented cities, counties, crossborder financial institutions, public utilities, and regional coalitions. We have helped these clients successfully deal with many of the opportunities and challenges currently facing the City, including critical funding and policy challenges related to transportation, environmental restoration, community services, and security.

Our firm possesses all the necessary professional resources to successfully advance the City’s federal agenda, including: policy experts on the issues in which the City has ongoing interest, direct experience with the legislative (both authorization and appropriations) and regulatory processes, relationships with key Congressional stakeholders and committees, and decision makers within the Trump Administration.

A. Proven Track Record: Direct Experience Serving the City of El Paso

Ted Anderson was part of a former contracted federal lobbying team that previously represented the City of El Paso in Washington, D.C., and successfully advanced the City's federal priorities through appropriations, legislation, and executive branch engagement. His work for El Paso produced concrete, documented results that demonstrate exactly the kind of qualifications and experience the City is seeking in this RFQ.

Fort Bliss and Military Installation Advocacy

FY17 NDAA - No BRAC Language Protection:
The team successfully kept Base Realignment and Closure (BRAC) language out of the FY17 National Defense Authorization Act, protecting Fort Bliss from closure consideration. As one of the Army's largest installations, Fort Bliss required sophisticated congressional engagement with the House and Senate Armed Services Committees. Ted's background as former U.S. Army Chief Legislative Liaison to Congress gave the El Paso team unparalleled expertise in NDAA negotiations and Army installation advocacy.

William Beaumont Army Medical Center (WBAMC) Funding:
Ted supported advocacy efforts that secured continued federal funding for WBAMC completion, scheduled for 2019. This major military construction project required coordination between congressional appropriators, Army leadership, and local stakeholders, work Ted had extensive experience managing from his Pentagon service.

Veterans Affairs Appropriations:
Helped advocate for $176.9 billion in total Veterans Affairs funding, including $74.4 billion in discretionary funding and $260 million specifically earmarked for VA electronic health records modernization. Given El Paso's substantial veteran population and proximity to Fort Bliss, VA funding remains a top priority that Ted has direct experience advancing.

Transportation Infrastructure Funding

Montana Corridor Bus Rapid Transit - $26.972 Million:
Ted led the team that secured $26.972 million in FY16 Federal Transit Administration (FTA) grants for El Paso's Montana Corridor BRT project. This competitive grant success required strategic positioning with the Department of Transportation, coordination with congressional offices, and demonstration of project readiness, a significant infrastructure win for the City.

TIGER Grant Advocacy:
Worked on El Paso's competitive strategy for Transportation Investment Generating Economic Recovery (TIGER) grants during the appropriations process that secured $525 million in Senate appropriations and $450 million in House appropriations for the overall program. While highly competitive, TIGER grants represented significant federal investment opportunities for El Paso's infrastructure needs.

Airport Improvement Program - $3.35 Billion:
Supported advocacy that secured $3.35 billion in Airport Improvement Program funding through the H.R. 636 FAA Extension Bill, which benefited El Paso International Airport and enabled continued aviation infrastructure development.

Border Security, Trade Infrastructure, and Ports of Entry

Customs and Border Protection Partnership Funding - $400,000:
Ted was part of the team that secured $400,000 through renewed CBP partnership funding for additional customs personnel at El Paso's ports of entry. Adequate staffing at inspection facilities is critical for managing cross-border trade flows and ensuring efficient border operations—a priority Ted successfully advanced through engagement with DHS and CBP leadership.

H.R. 875 Cross-Border Trade Enhancement Act (Enacted December 2016):
Ted supported the successful passage of H.R. 875, the Cross-Border Trade Enhancement Act, which enhanced trade facilitation programs and provided additional resources for customs and border protection. This legislative success directly benefited El Paso's binational economic relationship with Ciudad Juárez and strengthened the City's position as a major international trade gateway.

Public Safety and Emergency Response Funding

Community Oriented Policing Services (COPS) Funding:
The team advocated for COPS funding that resulted in $299 million in House appropriations and $215 million in Senate appropriations. Congress also passed legislation allowing first responders to use COPS funding for training to respond to active shooter situations—critical for El Paso's public safety capabilities.

Assistance to Firefighters Grants (AFG):
Worked to secure $345 million in House appropriations and $340 million in Senate appropriations for AFG, supporting El Paso's emergency response infrastructure and firefighting capabilities.

Urban Area Security Initiative (UASI):
While El Paso was deemed ineligible for UASI funding in 2016 due to DHS tier classifications, Ted was part of the team that monitored this $600 million program and understood the challenges El Paso faced in accessing certain homeland security funding streams—experience that informs future advocacy strategies.

Water Resources and Infrastructure

Bureau of Reclamation - Title XVI Authorization - $50 Million:
The team secured $50 million in the Water Infrastructure Improvements for the Nation (WIIN) Act for Bureau of Reclamation Title XVI projects, which became law in December 2016. Water infrastructure remains a critical priority for El Paso's long-term sustainability.

Corps of Engineers - Rio Bosque & Water Resource Development Act:
Ted and team supported the passage of Water Resource Development Act (WRDA) provisions that included rehabilitation of high-hazard potential dams and water resource projects important to El Paso. The WRDA passed with provisions benefiting El Paso's water management and flood control needs.

B. **Additional Clients and Case Studies**

Municipal, Cross-border and non-profit experience

Maverick County and the City of Eagle Pass, Texas

Issue: Maverick County and the City of Eagle pass were seeking increased awareness for their priority issues and matters of concern at the state level.

Action: In two previous legislative sessions, Marc A. Rodriguez has represented the City of El Paso and Maverick County. Marc has coordinated bi-annual visits and legislative session visits for the Maverick County delegation. He has served as the lobbyist for the community legislative agenda advocating for infrastructure spending, healthcare, higher education and multiple workforce issues.

Results: Secured the role of Maverick County and the City of Eagle Pass for the established reimbursement program of the border security program as well as the eligibility of grant funding for those entities. Reimbursements and grant funding requests are pending from allocations for the 2024-2025 State Budget. Based on a community wide agenda, assisted with placement of the community into the Unified Transportation Program of the Texas Department of Transportation during the 2023 legislative session for the next round of funding.

North American Development Bank (NADBank)

Issue: A U.S.-Mexico border based financial institution was struggling to secure capital increases to keep pace with the demand of border infrastructure projects seeking financing.

Action: The Forward Global team facilitated – and continues to facilitate – high-level meetings with U.S. Senators and Members of Congress, and created an aggressive communications plan to educate lawmakers on the company's benefits. Our team has written and placed numerous op-eds and positive news stories about the company in outlets across the country, driving attention among capital partners as well as lawmakers.

Results: Since 2015, the North American Development Bank secured over $2 billion in callable capital for its appropriations. In addition, Forward Global has worked with border Members, including Senator John A. Cornyn, to expand NADBank's scope and authorized capital increases.

LiftFund

Issue: An established Texas-based nonprofit Community Development Financial Institution faced challenges securing federal funding for critical headquarters building repairs needed to continue its vital work supporting small businesses with disaster recovery and relief.

Action: Our team put together a targeted and comprehensive government affairs strategy aimed at the Texas congressional delegation to secure funding for the building repairs. The team coordinated high-level meetings with Senators and Members of Congress, secured letters of support from the City of San Antonio's Economic Development Department, and from the state of Texas's Economic Development

and Tourism office. Forward Global also implemented a robust education campaign for congressional staff on LiftFund's work to secure bipartisan champions for the funding in both the House and the Senate.

Results: Forward Global successfully secured $3 million in LiftFund community project funding through the appropriations process by building strong relationships and champions in Congress, including Senators John Cornyn (R-TX) and Roger Williams (R-TX), and Rep. Joaquin Castro (D-TX). Through continued engagement in the appropriations process, LiftFund has remained successful in obtaining community project funding for critical building repairs, further advancing economic development in San Antonio.

Border Trade Alliance

Issue: The Border Trade Alliance, the oldest Border Association in the United States, was founded in 1987. It needed to be reinvigorated after NAFTA.

Action: Our team was tasked with reinventing the organization and created a membership campaign, built a new website, and created compelling content on the positive effects that cross-border trade has on jobs and growth in local communities. We also created a partnership with the Woodrow Wilson Center's Mexico Institute, Building a Competitive U.S.-Mexico Border conference, which focused on improving border management in order to strengthen the competitiveness of both the United States and Mexico.

Results: We increased membership and interest in the Border Trade Alliance and hosted a Congressional Reception the evening before. The success of the conference assisted in moving our policy agenda forward, and we were successful in moving our private-public partnerships forward with support from the Agencies, the White House, and Congress.

Greenlights Grant Initiative

Issue: After identifying that the federal school safety grant application process is incredibly cumbersome, making it difficult for school districts nationwide to access federal grants, Matthew and Camila McConaughey approached Forward Global seeking ways they could help make the process easier.

Action: The Forward Global team spoke with dozens of lawmakers, school safety experts, superintendents, and government officials to identify the root causes and potential ways to make it easier for school districts to secure federal school safety funding. Within six months, they helped the just keep livin Foundation launch a nationwide non-profit initiative, the Greenlights Grant Initiative (GGI), focused on capacity building, advocacy, and awareness.

Results: Two years since launching, the Greenlights Grant Initiative has hit the following milestones:

- Issue Elevation: With national media coverage in NBC, ABC, Politico, EdWeek, Fox, Good Morning America, and other outlets, GGI has elevated the issue of the complexity of the federal process, spurring lawmakers into action via drafted legislation and support.

- Capacity Building: GGI has already provided grantsmanship training to more than 2,600 school administrators
- Shots on Goal: The Greenlights Grant Initiative has provided tailored grant writing support to numerous school districts, with a potential outcome of more than $16.5 million in school safety funding.

McFarland, California

Issue:
The City of McFarland, a small agricultural community in California's Central Valley, needed to elevate its policy priorities at the federal level and ensure its economic and community concerns were understood by key decision-makers. Despite being directly impacted by federal policies, the city lacked sustained visibility and engagement in Washington.

Action:
Our team developed and executed a targeted communications and government affairs strategy to raise awareness of McFarland's priorities. We drafted and successfully placed three op-eds in relevant outlets to shape the public narrative and build credibility around the city's issues. In parallel, we deployed third-party intercepts to Congressman David Valadao's office in support of each piece, reinforcing the message through trusted external voices. We complemented this effort with a robust federal advocacy push, securing meetings with Members of Congress, congressional staff, and Treasury Department officials.

Results:
The campaign significantly increased awareness of McFarland's priorities on Capitol Hill. We secured eight high-level meetings with elected officials and Treasury representatives, strengthening the city's relationships with federal policymakers and positioning McFarland as a serious and engaged stakeholder. The combined media and direct advocacy strategy helped advance the city's policy objectives and laid the groundwork for continued federal engagement.

<u>Defense Clients (Names omitted for NDA and Security reasons)</u>

Facilitated A Private-Sector Partnership

Bottom Line Up Front: Facilitated a successful private-sector partnership that ensured mutual benefit for the two respective businesses to collaborate and expand their opportunities in the marketplace.

Background: Recognizing strategic synergies between the capabilities of two firms, our team undertook targeted facilitation to explore a potential partnership. Leveraging familiarity with an OSINT cybersecurity provider ingrained in the intelligence sector and a crisis management platform prominent among allied governments and commercial enterprises, we discerned possibilities for value creation through collaboration. By carefully introducing compatible technical strengths and ongoing exchange between well-matched decision-makers, our diligent alliance-building aimed to catalyze an equitable private sector partnership poised to augment their offerings through combined innovation while reaching expanded markets.

Win: With proactive bridging centered on common objectives, we have successfully laid the groundwork for a mutually beneficial alliance that has since been announced publicly, capitalizing on complementary expertise in responsive technologies.

Secured Defense Appropriated Funding For An Innovative Cyber Technology Company

Bottom Line Up Front: Expanded customer base while protecting federal government networks.

Background: A large technology company sought to expand its customer base within the Intelligence Community and Department of Defense. The IC and DOD engage only with the most trusted industry partners to defend the government's sensitive networks. The company chose us to represent their initiative because of our formidable reputation and unique experience. We engaged the legislative and executive branches to advocate on the technology company's behalf. We reached out to our extensive network of stakeholders in DoD leadership at the Pentagon, the Intelligence Community, as well as the congressional Intelligence Committees.

Win: The company secured additional unclassified funding for state-of-the-art technology to maintain the U.S. advantage in cyberspace.

Facilitated Establishment Of Cyber Education Partnership Program

Bottom Line Up Front: Filled a DoD cyber skills requirement by creating a DoD-university partnership.

Background: To support the Department of Defense's requirements to expand its active cyber defense teams, a southern University with a unique educational program agreed to participate. The University, a certified National Security Agency/Department of Homeland Security Center of Academic Excellence, utilized our expertise to engage Members of Congress and DoD leadership to raise awareness of the school's current programs and capabilities. We led a multi-million-dollar Congressional Appropriations request for the partnership program on behalf of the university, collaborating with relevant stakeholders and engaging key champions on Capitol Hill.

Win: Congress appropriated the requested funding as part of the President's Budget. The University's program provided active-duty and National Guard soldiers with on-site and online training to prepare them for cyber missions and earn key certifications.

Protected A Small Defense Company's Dod Program Budget Line

Bottom Line Up Front: Prevented budget cuts to a DoD vehicle protection armor program.

Background: A small defense firm's Army vehicle protection / heavy armor kits program faced potential reductions. Program Managers make tough decisions when it comes to executing their acquisition strategies, especially during uncertain budget cycles. To protect the company's program funding, we coordinated an outreach strategy with stakeholders at the Army and the Department of Defense to ensure leadership was aware of the impact of the cuts, not just to the client, but to the safety of soldiers operating down-range in a hostile combat environment.

Win: As a result of our engagement, the client faced no budget cuts to their program, and their production line remained operational, protecting jobs and soldiers.

Secured Dod Supplemental Funding For A Defense Contractor

Bottom Line Up Front: Jump Started a DoD Program of Record.

Background: The Department of Defense (DoD) issued a Joint Urgent Operational Need (JUON) statement. Our client, a skilled defense contractor, knew they could meet the requirement. We pursued an aggressive engagement strategy in the legislative and executive branches. We identified champions within the DoD and the oversight committees of jurisdiction in Congress and successfully demonstrated the technology that warfighters immediately needed.

Win: The DoD and Capitol Hill moved rapidly to meet the JUON. We helped secure a large funding figure in the President's Budget (Supplemental Funding) for the client to jump start what became a Program of Record, and ensured that the Department's future funding was allocated and planned for in the Department's Program Objective Memorandum (POM).

Raised Awareness Of Autonomous Surface Vehicle Technology Among Defense And Civilian Officials

Bottom Line Up Front: Connected our client to and participated in various classified experimental opportunities to display their innovative technology.

Background: Equipment originally intended for military use often has applications in the civilian world. Such was the case with a client's autonomous surface, unmanned watercraft, which could maintain mission requirements on the ocean surface for extended periods of time. The vehicle, outfitted with several types of sensors, could monitor for submarine activity or collect data on ocean currents. We brought the product before government agencies across the spectrum, from the Naval Special Warfare Command to the National Oceanic and Atmospheric Association, to raise awareness of the capability and its ability to address requirements.

Win: We raised visibility of the client's product, expanding their outreach in the civilian and defense sectors. The client eventually moved on to becoming a fully funded Program of Record within the Navy.

Elevated Awareness Of Need For Next Generation Imagery

Bottom Line Up Front: Deployed a legislative campaign to highlight the importance of satellite technology.

Background: Satellite imagery is one of the most effective tools for observing adversaries and helping policymakers make informed decisions. A commercial satellite provider sought to fill this requirement and to become a player in the government's "next generation" remote sensing strategy. We mounted a campaign on Capitol Hill with relevant members and professional staff on key oversight committees to highlight the importance of the client's platforms and their ability to successfully collect intelligence and provide needed commercial applications. Our ability to convince the relevant champions that the need to maintain adequate funding levels was extraordinarily successful.

We informed stakeholders of the necessity of such funding levels to leverage the commercial remote sensing and geospatial revolution by integrating commercial data, products, and services into government capabilities.

Win: We increased awareness of the client's capabilities through the Legislative branch to support future funding efforts.

Increased Visibility Of A Company's Chemical Weapons Detection

Bottom Line Up Front: Filled a chemical weapons security gap by connecting a defense company to influential decision-makers.

Background: Chemical weapons have been banned from warfare for decades. They remain an extremely high threat to soldiers on the battlefield and civilians at high-profile target locations such as embassies and major transportation hubs. A defense company saw the potential damage a chemical attack could cause and developed advanced chemical threat detection equipment to meet the needs of the soldier. We used our network to facilitate opportunities for the defense company to brief top White House advisers on the President's National Security Committee Staff about the need for this type of threat detection. The company's detection equipment is used by U.S. Special Mission Units (Tier 1).

Win: As a result of our connectivity, the client's visibility increased within the Executive branch. These detectors are installed at U.S. classified locations across the globe, ensuring unseen threats will not go undetected.

Enacted Legislation To Allow Competition To Compete For Dod Contracts For A Financial Services Firm

Bottom Line Up Front: Secured language in the National Defense Authorization Act to revise defense policy.

Background: An amendment in a previous NDAA required the DoD to report to Congress if it employed less than 50% of a particular type of accounting firm for audit and audit remediation work. DoD interpreted this as a mandate to hire only 50% of that type of firm, thereby precluding certain audit firms – including our client, a financial services firm. Our client wanted to change the DoD's policy limiting competition and preventing qualified firms from competing for contracts they had worked on in the past. To clarify congressional intent, we mounted an assertive advocacy strategy. We recruited champions on Capitol Hill, drafted updated language for an NDAA policy language request, advanced the NDAA request through the authorizations cycle, and coordinated efforts with DoD decision-makers.

Win: Our language was included in the enacted NDAA, thereby clarifying congressional intent and allowing the financial services firm to compete for DoD contracts.

Factor B: Understanding of City of El Paso Federal Priorities

Below is an overview of Forward Global's collective experience and capabilities related to the priorities defined by the City:

A. Support for Fort Bliss and Military-Community Partnerships

Forward Global brings experience supporting federal advocacy efforts at the intersection of national defense, regional infrastructure, and community resilience, issues that are central to Fort Bliss, which essentially includes the White Sands Missile Range (WSMR) and the City of El Paso's military-community partnership. The firm understands that Fort Bliss is not only a critical defense installation, but also a foundational economic and strategic asset for the City, with direct implications for federal appropriations, infrastructure investment, workforce development, housing, transportation, and quality-of-life initiatives.

Forward Global's approach emphasizes aligning local and regional priorities with federal defense policy, appropriations, and agency decision-making. Through our decades of experience, Forward Global has established relationships within Congress, the current administration, and agencies of relevance. The firm has experience navigating the National Defense Authorization Act (NDAA) process, defense appropriations, and federal agency engagement as is required to best support the city's military community.

Consistent with Forward Global's effective execution of the Texas Border Coalition's and the Borderplex Alliance's advocacy framework, the firm brings a strong understanding of Texas as a state and of border communities such as El Paso that operate at the intersection of national defense, trade, public safety, and regional mobility. Forward Global accepts that effective military-community partnerships in Texas require coordinated federal investment across transportation networks, ports of entry, housing, public safety, and workforce systems, tailored to the unique demographics, economic drivers, and cross-border dynamics of the region. The firm is well positioned to support strategies that integrate Fort Bliss priorities with broader border and statewide objectives, ensuring that defense-related advocacy is reinforced by investments in mobility, supply chains, emergency response capacity, and cross-jurisdictional coordination that reflect the realities of the City of El Paso.

Below is a sampling of key relationships we would immediately pursue:

<u>Congressional Committees</u>

- Senate Armed Services Committee (SASC)
    - Subcommittee on Personnel
- House Armed Services Committee (HASC)
    - Subcommittee on Personnel
- Senate Appropriations Committee
    - Defense Subcommittee (SAC-D)

    - Military Construction, Veterans Affairs and Related Agencies Subcommittee (MilCon-VA)
- House Appropriations Committee
    - Defense Subcommittee (HAC-D)
    - Military Construction, Veterans Affairs and Related Agencies Subcommittee

Congressional Members

- Rep. Veronica Escobar (D-TX)
- Rep. Mike Rogers (R-AL): HASC Chair
- Sen. Roger Wicker (R-MS): SASC Chair
- Sen. Jack Reed (D-RI): SASC Ranking Member & Senate Appropriations Committee Member
- Rep. Adam Smith (D-WA): HASC Ranking Member
- Rep. Rob Wittman (R-VA): HASC Vice Chair
- Rep. Don Davis (D-NC): HASC Vice Ranking Member
- Rep. Tony Gonzales (R-TX): House Appropriations Member
- Sen. Tommy Tuberville (R-AL)
- Sen. Dan Sullivan (R-AK)

Agencies

- Department of Defense
- Department of the Army
- Office of Local Defense Community Cooperation
- Department of Homeland Security
- Department of Housing and Urban Development
- Department of Labor

B. Transportation and Trade Corridor Infrastructure Funding

Forward Global acknowledges that transportation and trade corridor infrastructure is central to the City of El Paso's role as a binational gateway and a driver of regional and national economic activity. El Paso's location along major north–south and east–west corridors positions the region as a critical node for cross-border commerce, supply chains, and freight mobility, making sustained federal investment essential to long-term competitiveness, public safety, and economic resilience.

Effective advocacy in this area requires aligning local and regional infrastructure priorities with federal transportation, trade, and border policy objectives. Forward Global understands that roadway capacity, freight movement, intermodal connectivity, and land port-of-entry modernization must be advanced in a coordinated manner to reduce congestion, improve throughput, and enhance safety for both commercial and passenger traffic. These investments directly support regional employers, logistics and manufacturing activity, and critical supply chains that depend on efficient cross-border movement.

The firm also knows that transportation and trade corridor funding is increasingly evaluated through a national lens, including supply chain resilience, economic security, and border management. The firm supports strategies that position El Paso's infrastructure needs as solutions to these broader federal

priorities, ensuring that local projects are competitive within discretionary grant programs and well-aligned with congressional and agency funding criteria.

By working closely with City leadership and regional partners, likely derived through our Texas Border Coalition network, Forward Global will advance transportation and trade corridor initiatives through federal authorization, appropriations, and grant processes.

Below is a sampling of key relationships we would immediately pursue:

Congressional Committees

- House Transportation and Infrastructure Committee
- House Ways and Means Committee
- House Homeland Security Committee
- Senate Finance Committee
- Senate Homeland Security and Governmental Affairs Committee
- House Appropriations Committee
    - Transportation, Housing and Urban Development (THUD) Subcommittee
- Senate Appropriations Committee
    - Transportation, Housing and Urban Development (THUD) Subcommittee

Federal Agencies

- Department of Transportation
- Department of Homeland Security
- Economic Development Administration

Congressional Members

- Rep. Sam Graves (R-MO): House Transportation and Infrastructure Committee Chair
- Rep. Rick Larsen (D-WA): House Transportation and Infrastructure Committee Ranking Member
- Rep. Jason Smith (R-MO): House Ways and Means Committee Chair
- Rep. Richard Neal (D-MA): House Ways and Means Committee Ranking Member
- Rep. Bennie Thompson (D-MS): House Homeland Security Committee Ranking Member
- Sen. Mike Crapo (R-ID): Senate Finance Committee Chair
- Sen. Ron Wyden (D-OR): Senate Finance Committee Ranking Member
- Sen. Gary Peters (D-MI): Senate Homeland Security and Governmental Affairs Committee Chair
- Sen. Rand Paul (R-KY): Senate Homeland Security and Governmental Affairs Committee Ranking Member
- Rep. Tom Cole (R-OK): House Appropriations Committee Chair
- Rep. Rosa DeLauro (D-CT): House Appropriations Committee Ranking Member
- Rep. Steve Womack (R-AR): House Appropriations THUD Subcommittee Chair
- Rep. Mike Quigley (D-IL): House Appropriations THUD Subcommittee Ranking Member
- Sen. Susan Collins (R-ME): Senate Appropriations Committee Chair
- Sen. Patty Murray (D-WA): Senate Appropriations Committee Ranking Member
- Sen. Brian Schatz (D-HI): Senate Appropriations THUD Subcommittee Chair

- Sen. Cindy Hyde-Smith (R-MS): Senate Appropriations THUD Subcommittee Ranking Member
- Rep. Henry Cuellar (D-TX): House Appropriations Committee Member

C. Public Safety, Emergency Response, and Health Resilience

Forward Global realizes that public safety, effective emergency response, and health resilience are core federal priorities for the City of El Paso, particularly given the region's border location, population dynamics, and exposure to both natural and man-made emergencies. Effective federal advocacy in this area requires an integrated approach that recognizes the interconnected roles of local first responders, public health systems, federal agencies, and alignment with evolving federal domestic priorities, including those affecting veterans and military families who are integral to the community.

Forward Global appreciates that border communities face unique public safety and emergency response challenges, including cross-jurisdictional coordination, surge capacity demands, and the need for rapid federal support during emergencies. These challenges are compounded by federal workforce constraints, including staffing reductions and capacity limitations at key emergency management agencies, which can affect response times, technical assistance, and grant administration. Advocacy efforts must therefore focus on safeguarding sustained federal investment in preparedness, response, and recovery capabilities while ensuring El Paso remains well-positioned to access federal resources when incidents inevitably occur.

Health resilience is inseparable from public safety and emergency readiness, particularly in communities with significant veteran and military family populations. Federal support for healthcare infrastructure, behavioral and mental health services, and public health capacity is critical to maintaining continuity of care during emergencies and periods of federal disruption. Forward Global will develop proactive strategies that position El Paso's public safety and health needs within broader federal priorities related to community resilience and well-being.

Forward Global's approach ensures the City of El Paso will be best positioned to strategically align with Administration-level priorities to anticipate policy, budgetary, and operational changes that could impact emergency response and public safety funding. By actively monitoring federal agency direction and executive branch initiatives, Forward Global helps ensure the City of El Paso can mitigate risk, adapt to changing federal conditions, and safeguard critical public safety and health resilience priorities over the long term.

<u>Congressional Committees</u>

- House Homeland Security Committee
- Senate Homeland Security and Governmental Affairs Committee
- House Energy and Commerce Committee
- Senate Health, Education, Labor, and Pensions Committee
- House Veterans' Affairs Committee
- Senate Veterans' Affairs Committee
- House Appropriations Committee
    - Homeland Security; Labor, Health and Human Services, Education (LHHS) Subcommittees

- Senate Appropriations Committee
    - Homeland Security; Labor, Health and Human Services, Education (LHHS) Subcommittees

Congressional Members

- Rep. Bennie Thompson (D-MS): House Homeland Security Committee Ranking Member
- Sen. Gary Peters (D-MI): Senate Homeland Security and Governmental Affairs Committee Chair
- Sen. Rand Paul (R-KY): Senate Homeland Security and Governmental Affairs Committee Ranking Member
- Rep. Cathy McMorris Rodgers (R-WA): House Energy and Commerce Committee Chair
- Rep. Frank Pallone Jr. (D-NJ): House Energy and Commerce Committee Ranking Member
- Sen. Bernie Sanders (I-VT): Senate Health, Education, Labor, and Pensions Committee Chair
- Sen. Bill Cassidy (R-LA): Senate Health, Education, Labor, and Pensions Committee Ranking Member
- Rep. Mike Bost (R-IL): House Veterans' Affairs Committee Chair
- Rep. Mark Takano (D-CA): House Veterans' Affairs Committee Ranking Member
- Rep. Tom Cole (R-OK): House Appropriations Committee Chair
- Rep. Rosa DeLauro (D-CT): House Appropriations Committee Ranking Member
- Sen. Susan Collins (R-ME): Senate Appropriations Committee Chair
- Sen. Patty Murray (D-WA): Senate Appropriations Committee Ranking Member

Federal Agencies

- Office of Management and Budget
- Department of Homeland Security
- Federal Emergency Management Agency
- Department of Health and Human Services
- Centers for Disease Control and Prevention
- Department of Veterans Affairs

D. Border Security, Ports of Entry, and Presidential Permits

Forward Global knows that border security, modern ports of entry, and effective trade facilitation are deeply connected to El Paso's economic prosperity, public safety, and national security role as one of the nation's most important U.S.-Mexico border communities. As a gateway for international commerce and travel, El Paso depends on land ports of entry that are adequately staffed, modernized and technologically advanced, and designed to meet the current and future volumes of commercial and passenger traffic. Sustained federal engagement is necessary to ensure border infrastructure supports both enforcement objectives and efficient movement of legal trade and travel.

Forward Global appreciates the importance of securing policies and funding to modernize land ports of entry, expand inspection capacity, deploy advanced screening technologies, and ensure sufficient staffing by U.S. Customs and Border Protection. These investments will improve safety in the community, reduce

wait time, enhance freight reliability, and directly support regional employers, manufacturing supply chains, and military and national security readiness tied to Fort Bliss and the broader border region.

The firm also understands that border infrastructure and trade policy are increasingly shaped by binational considerations, including cross-border environmental impacts, workforce needs, logistics coordination, and shared economic development goals. Forward Global will support strategies that elevate El Paso's priorities within broader federal border and trade discussions, positioning the region as a model for smart border management that aligns security, economic competitiveness, and supply chain resilience. This includes advocating for expanded trade facilitation programs and stronger U.S.-Mexico collaboration on infrastructure and operational challenges affecting the border.

Similarly required for this priority is close collaboration with El Paso leadership, regional stakeholders, and binational partners, derived through our network across Texas.. The firm will provide targeted advocacy to support the timely approval and amendment of Presidential Permits, secure federal funding for port-of-entry staffing and modernization, and advance policies that strengthen lawful trade and travel while enhancing border security. We will also engage directly with congressional offices, authorizing and appropriations committees, and senior officials at the Department of Homeland Security, U.S. Customs and Border Protection, the General Services Administration, and other relevant agencies to ensure the City's priorities are clearly articulated, competitive, and aligned with federal policy objectives.

<u>Congressional Committees</u>

- House Committee on Homeland Security
    - Border Security and Enforcement
    - Transportation and Maritime Security
- House Committee on Transportation and Infrastructure
    - Aviation
    - Economic Development, Public Buildings and Emergency Management
    - Highways and Transit
    - Water Resources and Environment
- House Committee on Foreign Affairs
    - Western Hemisphere
- Senate Committee on Homeland Security and Governmental Affairs
    - Border Management, Federal Workforce and Regulatory Affairs
- Senate Committee on Finance
    - Subcommittee on International Trade, Customs, and Global Competitiveness
- Senate Committee on Energy and Natural Resources
    - Subcommittee on Water and Power
- Senate Committee on Foreign Relations
    - Western Hemisphere, Transnational Crime, Civilian Security, Democracy, Human Rights, & Global Women's Issues
    - Multilateral International Development, Multilateral Institutions, & International Economic, Energy, & Environmental Policy

<u>Federal Agencies</u>

- U.S. Department of State
- Department of Energy
- Department of Homeland Security

Congressional Members

- Rep. Andrew Garbarino (R-NY): Chairman, House Homeland Security
- Rep. Bennie Thompson (D-MS): House Homeland Security Committee Ranking Member
- Rep. Michael Guest (R-MS): House Homeland Security, Subcommittee on Border Security and Enforcement Chairman
- Rep. Carlos Gimenez (R-FL): House Homeland Security, Subcommittee on Transportation and Maritime Security Chairman
- Rep. Morgan Luttrell (R-TX): House Homeland Security Member
- Rep. Sam Graves (R-MO): Chairman, House Committee on Transportation and Infrastructure
- Rep. Troy Nehls (R-TX): House Committee on Transportation and Infrastructure, Subcommittee on Aviation Chairman
- Rep. Scott Perry (R-PA): House Committee on Transportation and Infrastructure, Subcommittee on Economic Development, Public Buildings and Emergency Management Chairman
- Rep. David Rouzer (R-NC): House Committee on Transportation and Infrastructure, Subcommittee on Highways and Transit Chairman
- Rep. Mike Collins (R-GA): House Committee on Transportation and Infrastructure, Subcommittee on Water Resources and Environment Chairman
- Rep. Maria Elvira Salazar (R-FL): House Committee on Foreign Affairs Subcommittee on the Western Hemisphere, Chair
- Sen. James Lankford (R-OK): Senate Homeland Security and Governmental Affairs Subcommittee on Border Management, Federal Workforce and Regulatory Affairs, Chair
- Sen. John Cornyn (R-TX): Senate Finance Committee Subcommittee on International Trade, Customs, and Global Competitiveness, Chair

E. Strategic Alignment with City Priorities

Forward Global's team is structured to support the City of El Paso through a coordinated, senior-led approach that integrates legislative strategy, White House engagement, and coalition-based advocacy. The firm deploys experienced professionals who collectively bring deep familiarity with President Trump's inner network, congressional authorization and appropriations processes, executive agency decision-making, and intergovernmental coordination relevant to Southern border communities, public safety, and economic resilience.

The Forward Global team brings substantial experience working with the congressional committees and federal agencies that have jurisdiction over the City's core priorities, including transportation and trade corridors, public safety and emergency preparedness, military and veteran-related issues, and community health resilience. This expertise enables the team to strategically translate City priorities into actionable federal strategies that are aligned with jurisdictional realities, funding mechanisms, and evolving federal policy conditions.

The Forward Global team combines experience gained from senior roles on Capitol Hill and within the executive branch with ongoing federal advocacy work, allowing the firm to anticipate procedural constraints, policy shifts, and administrative capacity challenges that may affect the City's objectives. This institutional knowledge is particularly valuable in navigating complex, cross-cutting issues that span multiple committees, agencies, and funding streams.

The firm also brings demonstrated strength in coalition building and stakeholder engagement, ensuring that El Paso's priorities are reinforced through regional, state, and national partnerships where appropriate. By coordinating messaging and engagement across congressional offices, federal agencies, and aligned organizations, Forward Global helps position the City's initiatives as solutions to broader federal priorities related to border management, national security, infrastructure resilience, and public health preparedness.

Through this integrated team model, Forward Global aims to provide the City of El Paso with sustained strategic support that is responsive to local needs, credible to federal decision-makers, and adaptable to changing political and administrative environments. This positions the City to protect existing federal support, pursue new funding and policy opportunities, and advance its priorities in a deliberate and effective manner.

Building on the priorities identified by the City of El Paso and detailed in the preceding sections, Forward Global will engage relevant congressional committees, Member offices, federal agencies, and Administration officials as needed to support effective execution. Engagement will be tailored to jurisdiction, timing, and federal conditions to ensure City priorities are advanced through appropriate legislative, appropriations, and administrative channels.

Factor C - Approach and Methodology

Strategy & Approach

Our team will first undertake an initial effort to generate a foundational understanding of the City's needs, issues, priorities, and operating context. That effort will start with a rapid review of all publicly available documentation and online information relevant to the City's federal agenda. Forward Global will follow that review with a series of meetings with the key City staff and – as appropriate and in coordination with the City leadership – representatives of key City departments.

Forward Global will use these sessions to gain a deeper understanding of the perspectives, insights, and interests of these stakeholders who will shape the City's federal lobbying agenda. We will then utilize this understanding to identify and prioritize the range of issues and opportunities relevant to El Paso as it seeks to advance its federal agenda. Specifically, our team will:

- Appoint Team Lead Ted Anderson to act as a primary contact for the City of El Paso, who shall be readily available by phone or in person to City officials;
- Collaborate with City staff to develop a federal program that outlines the City's annual legislative and executive branch priorities and interest areas;
- Identify major issues that affect the City, and that will be considered by Congress or the Administration during the current session;
- Work to develop strategies to obtain and maximize funding for aviation, public works, transportation infrastructure, military, water resources, border protection, alternative energy, public safety programs, and other City priorities.

Roadmap Development and Execution

Our team will work closely with the City to formulate comprehensive strategies and plans on specific issues and opportunities to differentiate the City of El Paso from other jurisdictions vying for federal attention and resources. These strategies and plans will help the City tailor its advocacy and funding pursuits to align with federal policy goals and program priorities.

Forward Global will help the City craft strategies to engage Congress, the White House, and national organizations, as well as the federal agencies making rules to implement policy, administer specific programs, and allocate funding. In the intensely competitive federal environment, executing these strategic plans makes the difference in converting opportunity into federal policy and/or funding that will advance the City's high-priority projects. Specifically, our team will:

- Engage in advocacy to promote the City's position on priority issues, both in support of and in opposition to, key legislation. This will involve maintaining direct and consistent contact with key U.S. Senators and representatives, including the City's Congressional delegation, and keeping them informed about the City's top priorities.

- Coordinating funding, legislation, and policy-related activities with Congress and all Federal Agencies.
- Provide advice to the City on items which may impact City policies, programs or other emerging issues, and take action as directed by the City to achieve the desired outcomes.
- Keep the City informed about federal funding opportunities proposed in authorizing or appropriations bills.
- Provide analysis of bills, committee reports, federal agency rules or other information reasonably available that has a bearing on the City.
- Create opportunities for City officials to provide testimony to Congress, serve on national committees or otherwise receive recognition at the federal level on behalf of the citizens of the City of El Paso.
- Secure authorization and funding from the U.S. Congress and Federal Agencies to implement the City's projects.
- Coordinate efforts with location advisors, consultants, real estate brokers and other site selection firms regarding economic development activity in and around El Paso.
- Provide monthly reports and updates on all legislative and budgetary issues, analyzing congressional activity which may impact the City along with any progress that has been made on key positions.

Optimize Trips and Meetings

Whenever the Mayor, City leadership or their staff visit Washington, DC, Forward Global will arrange for them to meet with key Members of Congress, Executive Branch leaders and senior career executives in the federal agencies to discuss federal policy, programs and projects for which the City seeks federal action and support. To make those visits most productive and effective, the proposed Federal Team will:

- Coordinate visits by City officials with the Texas Delegation and key regulatory agencies;
- Assist with briefing materials and/or conduct briefings for City officials who are preparing to meet with members of Congress or agency officials, testify before Congressional committees and administrative agencies, conduct other City business in Washington DC, or attend national conferences;
- Arrange for appointments and accommodations for City officials to facilitate the efficient and effective performance of City business while in Washington, DC; and
- Provide assistance with travel logistics for Washington visits, including local transportation and meals for working meetings.

Our team has extensive experience both utilizing coalitions of targeted third parties as well as building coalitions to advance our clients' priorities. Through our work, we identify strategic partnerships, assist with overall coalition coordination and management, and leverage coalition resources and strength to impact policy and decision makers.

Our team works collaboratively with third parties and non-government stakeholder groups who play an important role in formulating federal policy on a regular basis. These include groups such as the American Public Transportation Association, National Governors Association, Republican Governors Association, Democratic Governors Association, US Conference of Mayors, National League of Cities,

the Brookings Institute, and American Association of State Highway and Transportation Officials. These organizations share a common interest in ensuring the federal government continues to be a strong partner in addressing the needs of local governments throughout the United States.

Communication
A key element of our engagement will be working with the City to establish clear, customized communications protocols. We believe that regular and frequent communication with our clients is critical to the success of any project.

Our team will remain in close communication with City of El Paso officials regarding the project, highlighting important federal initiatives and actions that may impact the City, as well as our ongoing work on the City's behalf. Ted Anderson has maintained deep, long-lasting relationships in the City of El Paso and will continue to further new connections that are key to supporting city objectives. We anticipate highly productive in-person working sessions, both upon our visits to the City of El Paso and City representatives' visits to Washington, DC. Specifically, our team members will remain in close communication with City officials through the following channels:

Initial In-person Visit. As mentioned above, we will commence our working relationship by traveling to the City of El Paso for in-person information gathering and discussion sessions, during which we can also physically view any potential or existing projects that may require our first-hand perspective or understanding. Our goal in these meetings will be to gain a better understanding of the City's needs for particular projects, as well as its strategic objectives in the near and long term.

Daily Communications. During certain periods in the year, especially at several points in the appropriations cycle, it will be essential that our team members maintain daily phone and email contact with City representatives, as we respond quickly to any roadblocks or new opportunities that may arise, and field last minute inquiries from Members and staff.

Weekly Video Calls. We will regularly conduct weekly phone calls with the appropriate City representatives to ensure that the City is fully-informed about our activities on an ongoing basis, and to ensure that we have current and accurate information about the City of El Paso's position on various issues of importance.

Weekly Legislative Updates. Every week that Congress is in session, we will provide the City with weekly updates that provide an overview of relevant legislative activity and an update on initiatives we are working on behalf of the City.

Monthly Written Statements Of Work. Each month, we will submit written statements of work detailing the activities undertaken by our team during the previous month on behalf of the City, as well as the status of the various City projects and initiatives that are currently underway.

Additional In-person Visits. We anticipate that our team members will make additional in-person visits to the City of El Paso throughout the year, both to conduct ongoing discussions about the City's federal strategy or new initiatives, as well as to facilitate visits, tours, briefings, and press events involving Texas Delegation Members and staff.

DC Visits. Finally, we will organize visits to Washington, DC, by City of El Paso officials in support of the City's needs if the City determines it necessary and appropriate. These visits will be designed to

strengthen relationships and increase the City's visibility and its officials among important Congressional and Administration allies. These visits will be carefully planned to maximize high‑value opportunities to differentiate and elevate City priorities before federal decision‑makers.

Fee Structure and Budget Approach

Forward Global proposes a straightforward, transparent budget structure within the City of El Paso's allocated $200,000 annual budget. Our approach is designed to provide budget predictability while ensuring the City receives comprehensive, senior-level advocacy services throughout the contract term.

Monthly Retainer Structure

Monthly Retainer: $12,500
Annual Retainer Total: $150,000
Remaining Budget: $50,000 (available for strategic use as needed)

This retainer-based model is Forward Global's standard approach and reflects our firm's commitment to relationship-driven advocacy rather than transactional, hourly billing. The City will never receive surprise invoices or be asked to approve hours before we take action on time-sensitive opportunities.

What the Monthly Retainer Includes

The $12,500 monthly retainer provides the City with unlimited access to all services described in this proposal, including:

Congressional and Legislative Services:

- Unlimited meetings with Texas congressional delegation members and staff
- Engagement with House and Senate committees relevant to El Paso priorities
- Legislative tracking, analysis, and real-time alerts
- Drafting of correspondence, testimony, and position papers
- Coalition building with peer cities and advocacy organizations

Executive Branch and Agency Advocacy:

- Regular engagement with Department of Defense on Fort Bliss priorities
- Outreach to Department of Transportation, Homeland Security, and other agencies
- Federal funding opportunity identification and pursuit strategy
- Regulatory monitoring and advocacy
- Agency relationship development and maintenance

Strategic Planning and Coordination:

- Quarterly in-person strategic planning meetings in El Paso
- Monthly comprehensive written reports detailing all activities and progress
- Real-time alerts on urgent developments requiring City attention

- Annual federal legislative agenda development support
- Federal funding matrix maintenance and opportunity tracking

Team and Resources:

- Direct access to all team members described in Factor D
- Senior-level engagement from Managing Partner Noe Garcia, Lt. Col. Ted Anderson, Ashley Mocarski, and other principals.

No Hourly Billing

Forward Global does not track hours or bill hourly. This operational model is foundational to how we work with all clients. When the City needs us to respond to an urgent appropriations opportunity, meet with congressional staff on short notice, or pivot strategy based on breaking developments, we act immediately, without stopping to calculate billable hours or seek approval for additional costs.

Strategic Use of Remaining Budget ($50,000)

The additional $50,000 beyond the monthly retainer provides flexibility for strategic investments throughout the year, including:

Forward Global Team Travel to El Paso:

- Four quarterly in-person strategic meetings (estimated $1,500-$2,000 per trip)
- Annual budget: $6,000-$8,000
- No markup on travel expenses; billed at cost

Annual Delegation Visit Support:

- Coordination and logistics for El Paso delegation visit to Washington, D.C.
- Meeting preparation materials, briefing books, and follow-up documentation
- If Forward Global handles delegation logistics: $3,000-$5,000

Enhanced Research and Analysis:

- Specialized policy research on complex issues (e.g., Presidential Permit processes)
- Economic impact studies to support appropriations requests
- As-needed basis when standard services require augmentation

Coalition and Partnership Building:

- Memberships in relevant coalitions (e.g., Association of Defense Communities, border advocacy groups)
- Sponsorships of strategic events where El Paso visibility is valuable
- Subject to City approval

Budget Efficiency and Stewardship

Forward Global's retainer model incentivizes us to work efficiently and strategically:

- We focus on high-impact activities that advance El Paso's priorities
- We leverage existing relationships rather than building from scratch (saving time and money)
- We coordinate with the City's other federal relations activities to avoid duplication
- We proactively identify free or low-cost opportunities (congressional delegations visiting Texas, stakeholder coalitions, etc.)

Our goal is to deliver significantly more than $200,000 worth of value by securing federal funding, favorable legislative outcomes, and strategic positioning that far exceeds our fees.

Optional Year Extensions

Should the City exercise its options for Year 2 and/or Year 3, Forward Global proposes:

- Monthly retainer remains at $12,500 ($150,000 annually)
- Total annual budget remains at $200,000
- No automatic cost escalations
- Scope of services remains consistent with Year 1
- Any adjustments would be discussed collaboratively at least 90 days before the option period

This multi-year predictability allows both the City and Forward Global to build on relationships and momentum established in Year 1, compounding our effectiveness over time.

Factor D - Key Personnel and Resources

Ted Anderson, Senior Managing Director will serve as the team lead and will oversee all aspects of the engagement. The rest of the Forward Global team for the City of El Paso will consist of the following executives. Full biographies for each team member are included at the end of this section.

- Noe Garcia, Managing Partner
- Leah Charette, Managing Director of Government Relations
- Ashley Mocarski, Managing Director of Government Relations
- Omri Rahmil, Managing Director of Public Affairs
- Jenyla Brown, Director of Government Relations
- Micha Wallesen, Senior Manager of Government Relations

Forward Global professionals have extensive experience with the legislative process, including working closely with those committees which have jurisdiction over the City of El Paso's core issues. Our professionals have a deep understanding of committee jurisdictions, protocol, legislative drafting, and coalition building. We work with our clients to develop and execute legislative strategies to pursue specific policy objectives and drive favorable regulatory outcomes. Our work cuts across a broad range of Congressional and Executive roles, and federal lobbying backgrounds.

Forward Global professionals have worked as senior staff members on Capitol Hill and in the administration and have extensive experience in navigating the federal legislative and lobbying process, including:

Ted Anderson has experience and expertise working on legislative issues, both inside and outside of government. Ted's last assignment as an active duty Army Officer was in the Office of Legislative Liaison for the Secretary of the Army (Pentagon), where he was responsible for developing and implementing all congressional goals and objectives for Army transformation policy, readiness and training issues, current/strategic/contingency world-wide operations and policy and mobilization plans and policy. While serving as Chief of the Policy for Legislative Liaison, he was additionally accountable for leading and supervising ten Lieutenant Colonels who were responsible for Army personnel issues, military construction and real estate, BRAC, Army medical issues, chemical demilitarization, Army logistics and material command accounts, and the Army National Guard and Army Reserve affairs portfolios.

Noe Garcia III has experience working for former U.S. Senate Majority Leader Bill Frist where he was a Senior Policy Advisor. At the Federal level, Noe has worked at the White House as an Associate Political Director and the U.S. Department of Treasury as a Public Liaison and a Senior Advisor of Public Affairs. In his early career Noe worked as a Legislative Aide for Senator Kay Bailey Hutchison in Washington D.C. and a Senior Legislative Assistant for Texas Governor George W. Bush in the office of State Federal Relations. In his current role at Forward Global Mr. Garcia also has worked with Texas border communities and companies through federal lobbying services with the Texas Border Coalition over the past two years.

Ashley Mocarski has experience in the federal government during President Trump's first term. In 2017 she began as a Press Assistant supporting the White House communications and press operation by coordinating press logistics, preparing briefing materials, tracking media coverage, and assisting with press inquiries. She was then promoted to Senior Director of Cabinet Affairs serving as a key liaison between the White House and Cabinet departments, coordinating policy priorities, messaging, and interagency communication to advance the President's agenda. Her final role in the first Trump Administration was as Special Assistant To The President And Director Of External Relations For Political Affairs advising on political strategy and managing outreach and relationships with elected officials, political organizations, and external stakeholders in support of the Administration's objectives.

Leah Charette has worked as a federal lobbyist for over a decade, advocating for clients across multiple industries. Her lobbying disclosures include multiple Fortune 500 companies, trade associations, non-profits and social welfare organizations. Most recently Leah has been government relations lead for the Texas Border Coalition.

Omri Rahmil has previous experience in the House of Representatives for Representative Peter Roskam as a Policy Advisor where he covered matters of national security and foreign policy. Following his time on the Hill, Omri worked at the U.S. Department of State in the Strategic Planning Office, Bureau For Global Public Affairs as a Strategic Communications Officer, Office of Chinese and Mongolian Affairs.

Micha Wallesen, a native Texan, and **Jenyla Brown** are members of the Government Relations team that lobby or work on government relations clients for Forward Global full time. Micha has been with the firm for four years, and Jenyla has been with the firm one year.

Resources:

Forward Global US, has been operational in Washington D.C. for over six years, with our managing partners and senior members of the team having decades of federal lobbying experience, encompassing firms such as Gibraltar Associates, McBee Strategic, Signal Group, Avisa Partners, and Thorn Run Partners.

The team at Forward Global for the City of El Paso has strong connections with the current administration and members of Congress through the roles mentioned above and our continued lobbying and advocacy efforts. In this administration we have grown and maintained connections to senior staffers at the Department of Agriculture, Department of Commerce, United States Trade Representative, Department of War, White House Office of Public Liaison, and the Department of Homeland Security. Additionally, the firm continues to work closely with the America First Policy Institute, The Claremont Institute, and the Heritage Foundation.

Through personal relationships we maintain strong connections to Texas members of the House of Representatives and the Senate. Our team also has strong connections to the current administration, given three members of our team worked in the first Trump administration.

Members of the Forward Global Team are active in the The National League of Junior Cotillions in Texas, Texas Boys State, Texas State Society, GlobalWIN, Women in Government Relations, One Mitzvah a Day, Wounded Warrior Project, and other professional networking organizations around Washington, D.C.

Biographies:

Retired Lieutenant Colonel Ted Anderson has over twenty years of Government Relations experience following a decorated career as an Army combat arms officer. Ted has extensive experience in worldwide joint contingency planning and operations, legislative programs, and Department of Defense policy. After serving nineteen years on parachute status at FT Bragg, NC in various elite airborne units, he completed his twenty-three-year career at the Pentagon. Since retiring in 2003, Mr. Anderson has provided strategic planning and marketing, business development and government consulting services to a wide variety of defense companies and contractors.

Noe Garcia III is a veteran advocacy and communications executive in Washington, D.C, currently serving as a Managing Partner of Forward Global. In addition to his leadership position within the firm, Noe heads the government relations practice, building results-driven campaigns for domestic and global clients and securing significant public policy and regulatory wins. Noe oversees multi-national economic matters for global clients on trade, immigration, and finance. For five consecutive years, he has been named one of Washington's top lobbyists. He has over two decades of government experience, including tenure at the White House and the U.S. Department of Treasury. He served as counsel to two Treasury Secretaries and a U.S. Senate Majority Leader.

Ashley Mocarski is a highly skilled crisis and communications strategist specializing in complex projects involving multiple stakeholders. She has accrued more than a decade of experience overseeing intricate initiatives that advance key reputational and commercial objectives for diverse clients. Ashley is renowned for her ability to problem-solve and is adept at devising innovative, tailored solutions for clients that consistently achieve business-critical outcomes. Ashley also brings deep expertise in Republican politics, including previous roles within the Trump 45 White House and the America First Policy Institute. She holds a Bachelor of Science degree from St. John's University in New York.

Leah Charette is a government affairs and international advocacy expert based in Washington, D.C. She plays an integral role in helping clients achieve their strategic goals, from campaigns focused on reaching key policy players to in-depth analysis on the potential impact of critical regulation and legislation. Leah has previous experience working and lobbying on a myriad of policies at Chambers, Conlon, & Hartwell and Thorn Run Partners. She holds a dual degree in Political Science and Psychology from the University of Michigan.

Omri Rahmil is a public affairs and policy professional in Washington, D.C. He has advised Fortune 500 executives, members of Congress, and State Department officials on a range of high-profile communications, policy, and political matters. Omri recently served at the Department of State where he advanced U.S. strategic communications priorities related to China, the Indo-Pacific, economic and business affairs, and more. He has also worked in the U.S. House of Representatives and at a boutique

consulting firm. Omri holds an undergraduate degree in Political Science from UC Santa Barbara and a Masters of Security Studies from Georgetown University.

Jenyla Brown is a government affairs professional based in Washington, D.C., with bipartisan experience across state and federal government, the private sector, and international affairs. She specializes in legislative strategy, policy research, and strategic communications. Jenyla advises Fortune 500 companies, private equity firms, law firms, sovereigns, and high-net-worth individuals on complex policy and regulatory matters. Previously, she lobbied for Daikin, a globally recognized Japanese HVAC manufacturer, focusing on funding opportunities and energy and environmental policy. She holds a Master's in legal studies with a concentration in U.S. legislation at American University Washington College of Law, and a B.A. in political science from Valdosta State University.

Micha Wallesen is a government relations and strategic communications specialist based in Washington. D.C. She brings expertise in government affairs and has an extensive research, market analysis, and public relations background. Micha worked as a research analyst at a global consulting firm prior to joining Forward Global, where she focused on U.S. market entrance by foreign companies. She also worked for a small defense company supporting marketing and international communications needs. Ms. Wallesen holds a Bachelor of Arts in Public and International Affairs, a specialization in security studies from the University of Georgia, and a Master's of International Business and Policy from Georgetown University.