

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: July 30, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Edmundo S. Calderon, Chief Internal Auditor (915) 212-1365
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6 - Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.8 - Support transparent and inclusive government

SUBJECT:

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0244R Cybersecurity Audits for the Internal Audit Department between the City of El Paso ("City") and Global Solutions Group, Inc., for cybersecurity audit services for the Internal Audit Department for an initial three year term in an estimated total cost of \$600,000; and two, one-year options in an estimated total cost of \$400,000; for a total of five years, in an aggregated, estimated amount of \$1,000,000; and that service provider is to be paid based on the services performed.

BACKGROUND / DISCUSSION:

This contract will allow Internal Audit to conduct Information Technology (IT)/Cybersecurity audits of the City's information systems, applications and networks. The selected firm will be required to include members of the City's Internal Audit staff in their work so as to enhance the City's Internal Audit Department's IT auditing capabilities.

SELECTION SUMMARY:

Solicitation was advertised on December 19, 2023 and December 26, 2023. The solicitation was posted on City website on December 19, 2023. There were a total of thirty-one (31) viewers online; thirteen (13) proposals were received; two (2) from local suppliers.

CONTRACT VARIANCE:

Not applicable, this is a new contract.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$600,000.00
Funding Source: General Fund
Account: 522150 - 116 - 1000 - 12030

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Edmundo S. Calderon

Edmundo S. Calderon, Chief Internal Auditor

Project Form
Request for Qualifications

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of July 30, 2024.

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

The linkage to the Strategic Plan is subsection: 6.8 Support transparent and inclusive government

Award Summary:

Discussion and action that the City Manager be authorized to sign Contract No. 2024-0244R Cybersecurity Audits for the Internal Audit Department between the City of El Paso (“City”) and Global Solutions Group, Inc., for cybersecurity audit services for the Internal Audit Department for an initial three year term in an estimated total cost of \$600,000; and two, one-year options in an estimated total cost of \$400,000; for a total of five years, in an aggregated, estimated amount of \$1,000,000; and that service provider is to be paid based on the services performed.

Contract Variance:

Not applicable, this is a new contract.

Department:	Internal Audit
Award to:	Global Solutions Group, Inc.
City & State:	Oak Park, MI
Item(s):	All
Initial Term:	3 Years
Option Term:	2 – 1 Year
Total Contract Time:	5 Years
Annual Estimated Award:	\$200,000.00
Initial Term Estimated Award:	\$600,000.00
Option Term Estimated Award:	\$400,000.00
Total Estimated Award	\$1,000,000.00
Account(s)	116 – 1000 – 522150 – 12030
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit recommend award as indicated to Global Solutions Group, 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.

CITY OF EL PASO RFO SCORESHEET

PROJECT: 2024-0244R Cybersecurity Audits

Evaluation of Submittal

	Global Solutions Group, Inc. Oak Park, MI	RSM US LLP Davenport, IA	JANUS Software, Inc. dba JANUS Associates, Inc. Stamford, CT	True North Consulting Group, LLC Newitt, TX	Weaver and Tidwell LLP dba Weaver Fort Worth, TX	Defensive Network Security Consultants, LLC El Paso, TX	The Ionado Group, Inc. dba The Ionado Group Chattanooga, TN	TAC Security Inc. San Francisco, CA	Carter Security, LLC Albuquerque, NM	Moss Adams LLP Seattle, WA	Evalv IQ, LLC dba Evalv IQ New Orleans, LA	Carlos Gonzalez-Rivera dba UebelKorp Industries LLC El Paso, TX	CenturyLink Communications, LLC dba Lumen Technologies Group Monroe, LA
Factor A - Experience – Comparable Contracts	35	32.00	24.00	29.67	13.33	19.00	14.00	19.00	12.33	13.67	9.00	7.00	9.00
Factor B - References	25	18.20	20.00	15.00	10.00	8.00	10.00	10.00	8.00	8.00	8.00	8.00	8.00
Factor C - Experience and Qualifications of Firm's Staff Members	20	19.67	16.33	16.33	20.00	17.67	16.00	16.00	9.33	16.67	9.33	10.67	11.00
Factor D - Approach to and Timeline of Audit Services	20	16.67	17.33	16.00	17.67	16.33	16.33	16.00	16.00	16.00	16.33	16.67	16.67
TOTAL SCORE	100	89.53	80.67	76.00	61.00	60.00	58.33	58.00	46.33	37.00	37.00	32.00	24.00
Rank		1	2	3	4	5	6	7	8	9	10	11	12



**CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM**



Bid Opening Date: January 24, 2024

Solicitation #: 2024-0244R

Project Name: Cybersecurity Audits

Department: Internal Audit

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Carter Security, LLC	Albuquerque, NM	YES
Defensive Network Security Consultants, LLC	El Paso, TX	YES
Evalv IQ, LLC dba Evalv IQ	New Orleans, LA	YES
Global Solutions Group, Inc.	Oak Park, MI	YES
JANUS Software, Inc. dba JANUS Associates, Inc.	Stamford, CT	YES
CenturyLink Communications, LLC d/b/a Lumen Technologies Group	Monroe, LA	YES
Moss Adams LLP	Seattle, WA	YES
RSM US LLP	Davenport, IA	YES
TAC Security Inc.	San Francisco, CA	YES
The Ionado Group, Inc. dba The Ionado Group	Chattanooga, TN	YES
True North Consulting Group, LLC	Hewitt, TX	YES
Carlos Gonzalez-Rivera dba UebelKorp Industries LLC	El Paso, TX	YES
Weaver and Tidwell LLP dba Weaver	Fort Worth, TX	YES
RFQs SOLICITED: 587 LOCAL RFQs SOLICITED: 168 RFQs RECEIVED: 13 LOCAL RFQs RECEIVED: 2 NO BIDS: 2		

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

Approved: /s/

Date: 1/25/2024

**2024-0244R Cybersecurity Audits
Viewer's List**

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
1	Carter Security, LLC	01/22/2024	Submitted	Albuquerque	NM	87111
2	Carr, Riggs & Ingram LLC		Viewed	Albuquerque	NM	87110
3	The Ionado Group (The Ionado Group, Inc.)	01/18/2024	Submitted	Chattanooga	TN	37405
4	Net Force		Unsubmitted	City of Industry	CA	91715
5	Rio Seco Ag and Supply		Viewed	Clint	TX	79836
6	UHY Advisors Mid-Atlantic, Inc.		Unsubmitted	Columbia	MD	21046
7	Weaver and Tidwell, L.L.P.	01/24/2024	Submitted	Dallas	TX	75201
8	Ardent Technologies, Inc.		Viewed	Dayton	OH	45459
9	UebelKorp industries	01/24/2024	Submitted	El Paso	TX	79912-1623
10	Defensive Network Security Consultants, LLC	01/24/2024	Submitted	El Paso	TX	79936
11	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	01/04/2024	No Bid	EL PASO	TX	79936
12	Guardia Worldwide L.L.C.		Viewed	El Paso	TX	79932
13	Mean Clean LLC		Viewed	El Paso	TX	79935
14	MONEYLINEZ 915 LLC		Viewed	El Paso	TX	79924
15	Carver Cybersecurity Solutions		Viewed	Forest Park	IL	60130-2273
16	Voice Data Security (IMG Services LLC)		Viewed	Frisco	TX	75034-9588
17	GC Services Limited Partnership	01/18/2024	No Bid	Houston	TX	77081
18	UHY Consulting, Inc.		Retracted	Houston	TX	77064
19	CliftonLarsonAllen		Viewed	Minneapolis	MN	55402
20	Lumen Technologies, Inc	01/23/2024	Submitted	Monroe	LA	71203
21	Pace Systems, Inc.		Viewed	Naperville	IL	60563
22	Evalv IQ LLC	01/24/2024	Submitted	NEW ORLEANS	LA	70130
23	Global Solutions Group, Inc.	01/24/2024	Submitted	Oak Park	MI	48237
24	RSM US LLP	01/24/2024	Submitted	San Antonio	TX	78259
25	TAC Security Inc.	01/24/2024	Submitted	San Francisco	CA	94102
26	Moss Adams LLP	01/24/2024	Submitted	Seattle	WA	98104
27	JANUS Software, Inc., d/b/a JANUS Associates	01/24/2024	Submitted	Stamford	CT	06907
28	Securance LLC		Viewed	Tampa	FL	33635
29	Castletop Solutions		Viewed	Tonawanda	NY	14150
30	True North Consulting Group	01/24/2024	Submitted	Waco	TX	76708
31	FAHM Technology Partners		Viewed	Wilmington	DE	19805

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign Contract No. 2024-0244R Cybersecurity Audits for the Internal Audit Department between the City of El Paso (“City”) and Global Solutions Group, Inc., for cybersecurity audit services for the Internal Audit Department for an initial three year term in an estimated total cost of \$600,000; and two, one-year options in an estimated total cost of \$400,000; for a total of five years, in an aggregated, estimated amount of \$1,000,000; and that service provider is to be paid based on the services performed.

APPROVED this _____ day of _____ 2024.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Department

Edmundo S. Calderon

Edmundo S. Calderon, Chief Internal Auditor
Internal Audit Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) **AGREEMENT FOR CYBERSECURITY AUDITS
FOR INTERNAL AUDIT DEPARTMENT WITH
GLOBAL SOLUTIONS GROUP, INC.**

This Agreement for Cybersecurity Audits for the City of El Paso Internal Audit Department (the “Agreement”) is entered into this ___ day of _____, 2024 (“**Effective Date**”), by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the “**City**”) and GLOBAL SOLUTIONS GROUP, INC., a Michigan corporation, (the “**Service Provider**”).

WHEREAS, the City solicited proposals for the services of cybersecurity audits for the City’s Internal Audit Department through a request for qualifications (“**RFQ**”) No. 2024-0244R Cybersecurity Audits; and

WHEREAS, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said cybersecurity audit services for the City; and

WHEREAS, the City desires to engage the Service Provider to provide cybersecurity audit services for the Internal Audit Department according to the specification of the RFQ.

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. TERM. The effective date of this Agreement is as stated above and will remain in effect thereafter for thirty-six (36) months from the effective date. The term of this Agreement may be extended for two (2) additional, one-year periods at the mutual agreement of the parties under the same terms and conditions herein.

SECTION II. OTHER DOCUMENTS; CONFLICT. The following documents comprise this Agreement:

- A. City’s Request for Qualifications No. 2024-0244R (“**RFQ**”).
- B. Service Provider’s Proposal (“**Proposal**”).
- C. Proposal Cost
- D. This Supplemental Agreement including all Exhibits attached and incorporated to this Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

SECTION III. SCOPE OF SERVICES. The Service Provider hereby agrees to perform the requested cybersecurity audit services in accordance with the specifications of the City’s RFQ, (attached and incorporated hereto as *Exhibit A*), the Proposal submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as *Exhibit B*) pursuant to the terms and conditions set forth in the Contract Clauses of such RFQ and this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the “**Services.**” All services shall be performed with reasonable care, skill, and diligence as would be practiced by the auditing community within the County of El Paso, Texas.

The Service Provider will conduct audit services for city departments as per Internal Audit which will identify during the term of the contract. An Information Technology (IT)/Cybersecurity audit is the examination and evaluation of the City’s information technology infrastructure, applications, data use and management, policies, procedures and operational processes against recognized standards or established policies. Such audits determine whether IT/Cybersecurity controls protect organizational assets, ensure data integrity and are aligned with the City’s overall goals. The standards against which the evaluations will be made are the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

The scope of work may change which the City will give notice in writing to the Service Provider of the changes of scope if applicable. The Service Provider and the City shall first agree in writing to the amendments to the scope of services before the amendment becomes part of this Agreement.

SECTION IV. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into cybersecurity audit service agreements with other properly selected individuals or businesses that qualify to provide auditing services.

SECTION V. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement. The Service Provider shall provide auditing services through a Texas State Board of Public Accountancy and licensed by the State of Texas.

SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER. In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A.** It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B.** The Service Provider, including each individual employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required

professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.

- C. The City shall be informed of any changes to the Service Provider's personnel so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- D. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

SECTION VII. INDEPENDENT SERVICE PROVIDER. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION VIII. COMPENSATION AND INVOICES. The City shall pay the Service Provider for each session of services at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit C*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained in writing prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Internal Audit Department for each month in which audit services are performed according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of sessions conducted by the type of services as provided in Section A of the RFQ. Invoices shall be delivered to the Chief Internal Auditor.

SECTION IX. HEALTH INFORMATION AND CONFIDENTIALITY OF RECORDS

The Service provider recognizes that it will receive health information as a result of this Agreement. Health information is defined as information provided and or made available by the City to the Service Provider and has the definition in 45C.F.R. 160.102. The Service Provider shall comply with 45 C.F.R. §164.502(e) and §164.504(e) governing protected health information and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall enter into the Business Associate Agreement with the City attached as *Exhibit D*. The Business Associate Agreement in Exhibit D shall govern the use and disclosure of the health information. Upon termination of this Agreement the Service Provider shall have the obligations with respect to the protected health information received from the City found in Section B.3 of Exhibit D.

SECTION X. INSPECTIONS AND AUDITS. The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes **for at least five (5) years** after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XI. REPORTS. The Service Provider shall provide monthly written report ("Utilization Reports") to the Police Chief of the services rendered pursuant to this Agreement. The Utilization Report shall provide an analysis of the progress of the program and recommendations. Oral reports detailing the progress of the Employee Assistance Program may be requested as the City deems reasonably necessary.

SECTION XII. INSURANCE REQUIREMENTS. With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance.

The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

Personal Injury or Death

\$1,000,000 for each person

\$1,000,000 in the aggregate

Property Damage

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

Combined Single Limit

\$1,000,000 per accident

B. ERRORS AND OMISSIONS LIABILITY INSURANCE. The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. ISSUERS OF POLICIES. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. INSURED PARTIES. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate

limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

H. CANCELLATION. Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.

I. DELIVERY OF POLICIES. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing & Strategic Sourcing Department
Attn: Managing Director
300 N. Campbell
El Paso, TX 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XIII. TERMINATION OF AGREEMENT. In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the

City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

B. TERMINATION FOR DEFAULT: It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

SECTION XIV. INDEMNIFICATION. Service Provider 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. 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 Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider 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 Service Provider 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. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, 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 Service Provider's property from any cause.

SECTION XV. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

B. SUCCESSOR AND ASSIGNS. The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.

C. VENUE. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

D. LEGAL CONSTRUCTION. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

E. COMPLIANCE WITH LAW. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

F. NOTICE. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso
City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With Copy to: City of El Paso
Internal Audit
P.O. Box 1890
El Paso, Texas 79950-1890

SERVICE PROVIDER: Global Solutions Group, Inc.
Attn: Lisa Salvador
25900 Greenfield Road, Suite 220
Oak Park, MI 48237

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

G. FORCE MAJEURE. The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.


H. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

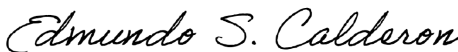


Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Department



Edmundo Calderon, Chief Internal Auditor
Internal Audit Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024,
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

EXHIBIT A
RFQ NO. 2024-0244R
CYBERSECURITY AUDITS

EXHIBIT B
GLOBAL SOLUTIONS GROUP, INC.
PROPOSAL

EXHIBIT C
PROPOSAL COST

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT