

City of Doral RFP

Independent IT Audit Services ITN 2024-05



Table of Contents

1. Cover Letter	
2. Table of Contents.....	pg 1
3. Letter of Transmittal.....	pg 2
4. Qualification Statement.....	pg 3
a. Organizational Chart	
b. Proposer’s Experience	
c. Project Team Experience	
5. Approach and Methodology.....	pg 7
a. Technical Approach	
b. Project Plan	
c. Risk Management	
d. Reporting	
6. Required Forms (Exhibits A & B).....	pg 10

City of Doral - IT Security Audit, Digital Forensics, and Penetration Testing Services

Dear City of Doral Procurement Department,

We at KirkpatrickPrice are honored to submit our response to ITN No. 2024-05 for conducting an analysis of the City of Doral's IT security and access. Our firm, KirkpatrickPrice, is a licensed CPA firm with a rich history of specializing in Information Technology and Cybersecurity assurance services since 2006. With over 20,000 audit reports delivered globally, we pride ourselves on our commitment to excellence and our extensive experience in penetration testing services, digital forensics, and frameworks such as SOC 1, SOC 2, PCI DSS, HIPAA, ISO 27001, HITRUST, and NIST Security and Privacy.

Our senior-level professionals, each holding the CISSP certification and various other industry certifications, bring a wealth of knowledge and expertise to every engagement. With a team consisting of former CIOs, CTOs, CISOs, and Directors of IT, we offer a unique perspective that combines technical prowess with strategic insight. KirkpatrickPrice is renowned for its innovative approach to cybersecurity assessments, leveraging cutting-edge methodologies and our proprietary Online Audit Manager platform. Our commitment to dynamic testing methods, inspired by industry standards such as OSSTMM, PTES, NIST, and OWASP, ensures that we uncover vulnerabilities and provide actionable recommendations tailored to your specific environment.

Should our proposal be accepted, we pledge to work closely with your team to conduct a comprehensive digital forensics analysis of the City of Doral's IT security systems, including a detailed examination of folder permissions within the network file shares. Our goal is to provide transparency, accountability, and enhance the City of Doral's security posture through meticulous assessment and evaluation.

In conclusion, KirkpatrickPrice stands ready to serve as your trusted security partner, delivering exceptional results that meet the highest standards of excellence. We look forward to the opportunity to collaborate with the City of Doral and contribute to the safeguarding of its IT infrastructure.

Thank you for considering our proposal. We remain available for any further information or clarification you may require.

Sincerely,

Joseph Kirkpatrick, President
CPA, CISSP, CGEIT, CISA, CRISC, QSA

A Partner with Expertise you can Trust



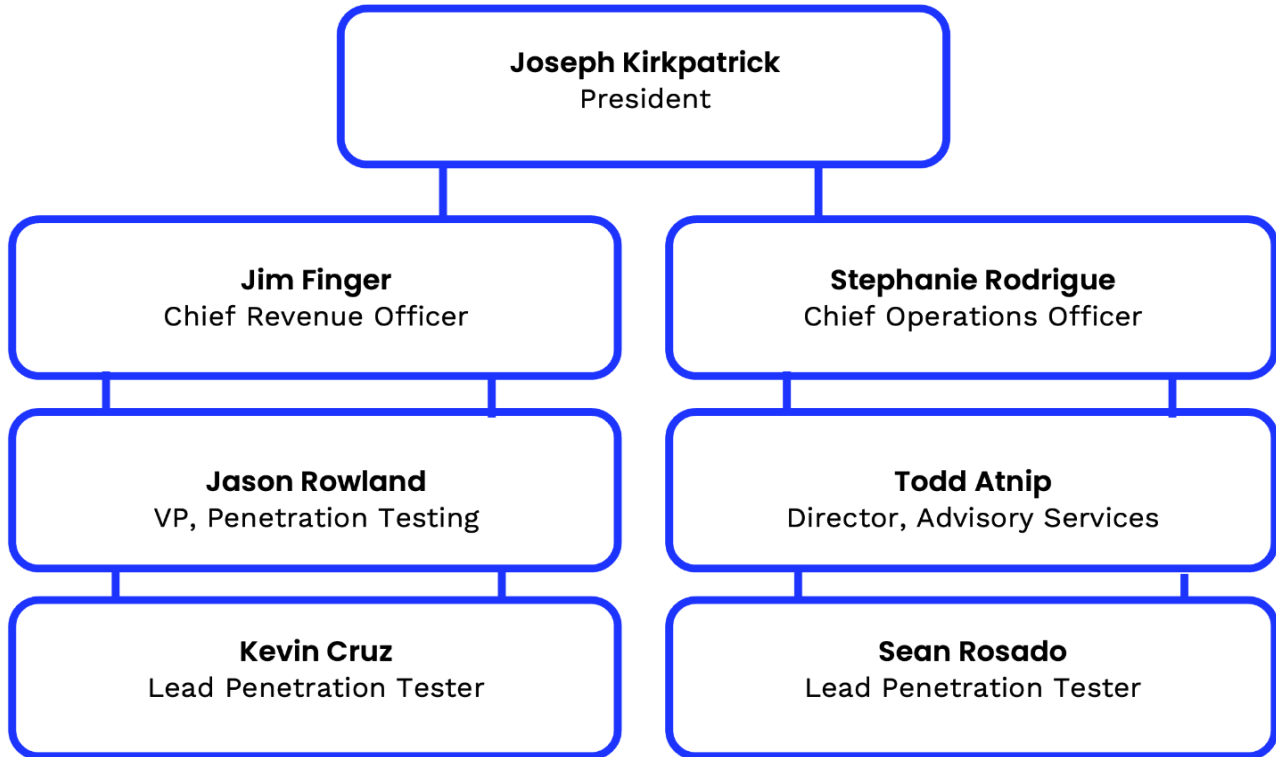
4. Qualification Statement

KirkpatrickPrice is a licensed CPA firm, specializing in Information Technology and Cybersecurity assurance and audit services. We have delivered over 20,000 audit reports to companies worldwide.

Our senior-level professionals are experienced in penetration testing services, digital forensics and frameworks like SOC 1, SOC 2, PCI DSS, HIPAA, ISO 27001, HITRUST, and NIST Security and Privacy. Every auditor at KirkpatrickPrice holds the CISSP certification and has served in roles, such as CIO, CTO, CISO, Director of IT, etc. They also hold other certifications, including CISA, CISM, PCI QSA, ISO 27001 Lead Auditor, and many cloud certifications.

KirkpatrickPrice is known for a quality testing approach and for its Online Audit Manager, which is the world's first audit compliance platform. Since its release in 2006, the Online Audit Manager has been the platform utilized by more than 2,000 KirkpatrickPrice clients to provide real-time visibility into auditor communication, testing results, and framework requirements.

Organizational Chart



Proposer's Experience

Project Name: Gap Assessment – (NIST-CSF 2.0) – project scope included review of current information security polices, controls, and control outcomes. Additionally, recommendations for updates to controls that improve the information security posture and improve the likelihood of a successful audit outcomes against specific standards.

Personnel: Todd Atnip, CISSP; KirkpatrickPrice professional writer for deliverable development

- Client name: City of Leesburg, Florida
- Client Project Manager: Mike Andrews, mike.andrews@leesburgflorida.gov
- Term/Length: 8 weeks/ongoing

Project Name: Audit Readiness Engagement for SOC2 – project scope included questionnaire and subsequent analysis of client's policies, current information security controls, and evidence of operating controls for the period under audit scrutiny.

- Personnel: Todd Atnip, CISSP
- Client Name: Abel Noser
- Client Project Manager: Randy New, rnew@abelnoser.com
- Term/Length: 4 weeks

Project Name: Information Security Policy Development – scope included development of multiple polices related to the information security presence of the enterprise. Policies were aligned with multiple information security frameworks including SOC2 and PCI DSS. Included in the scope were recommendations for stronger controls in some topics.

- Personnel: Todd Atnip, CISSP; Nathan Stephens, professional writer
- Client Name: Juice Plus
- Client Project Manager: Heather Hannah, heather.hannah@juiceplus.com
- Term/Length: 8 weeks

Project Name: Web Application Penetration Testing – Testing aims to evaluate the security of the Health Information Exchange (HIE) portal, with a particular focus on assessing the security of SAML integrations and associated applications through comprehensive web application testing.

- Personnel: Sean Rosado, CISSP, GXPN, GPEN, GWAPT, Stu Skove, Reid Ashbridge GWAPT, GPEN
- Client Name: CRISP Shared Services, Inc.
- Client Project Manager: Serena Bryson, Serena.Bryson@crisphealth.org
- Term/Length: 11 weeks

Project Team’s Experience:

Meet The Team



Joseph Kirkpatrick | Founder and President

As Founder and President of KirkpatrickPrice, Joseph Kirkpatrick has spent over a decade developing the firm into the industry leader it is today. KirkpatrickPrice specializes in thorough and efficient multi-audit delivery, founded with innovation and integrity. Under his leadership, KirkpatrickPrice has delivered thousands of audit reports and information security engagements to clients of all sizes worldwide. Joseph enjoys educating, empowering, and inspiring clients by navigating them through the complex maze of compliance and regulatory requirements. Joseph is a CPA with over 25 years of experience in information technology. He also holds CISSP, CISA, CGEIT, CRISC, and QSA certifications, specializing in data security, cybersecurity, IT governance, and regulatory compliance.



Stephanie Rodrigue | Chief Operations Officer

Stephanie Rodrigue joined KirkpatrickPrice in 2015, focusing on sales and marketing. In her role as Vice President of Client Experience, she built a team that specializes in client education, engagement, and satisfaction. In her current role as Chief Operations Officer, Stephanie is responsible for ensuring all aspects of daily operations run smoothly. Rodrigue oversees daily administrative and operational functions, reporting directly to the President & Founder, Joseph Kirkpatrick. Stephanie demonstrates a vast knowledge of the KirkpatrickPrice mission, inspiring our clients to achieve greater levels of security and compliance assurance. Stephanie is passionate about personalizing the audit experience so that businesses can leverage their compliance achievements in valuable ways.



Jason Rowland | VP, Penetration Testing

Jason Rowland is a cyber executive with over 20 years of experience leading the delivery of security programs, defense strategies, operational capabilities, and assessments. Jason leads our penetration testing team as they help clients discover and remediate vulnerabilities before an attacker does. He is focused on providing cyber solutions that support the success of our clients and participating in initiatives to strengthen our community.



Kevin Cruz | Team Lead, Penetration Testing

Kevin Cruz is responsible for delivering information security-related services with expertise in red team infrastructure, web application, mobile application, API, social engineering, and wireless penetration testing. Kevin has worked in information security since 2013. He has a diverse background in IT ranging from a network and system administrator to an IT consultant. He holds the GSEC, GPEN, GWAPT, GMOB, AWS CCP certifications. Kevin has performed thousands of penetration tests on a wide variety of small businesses, banks, and Fortune 500 companies. He gets the most satisfaction by helping clients discover and remediate issues to ensure they are meeting their information security goals.



Sean Rosado | Lead Penetration Tester

Sean Rosado has worked in the offensive security space since 2012. Certified with CISSP, GXPEN, GPEN, GWAPT, and GCIA, he has a plethora of knowledge to share with his clients and teammates. As Lead Penetration Tester, he is responsible for delivering projects for orgs who are attempting to meet security goals through penetration testing, vulnerability assessments, cloud security assessments, and other information security-related exercises. He also enjoys working to build the next generation of security practitioners. Before joining KirkpatrickPrice, Sean performed Computer Network Defense (CND) operations for the United States Department of Defense. In this role, he assisted with monitoring and threat detection for a wide range of networks leveraged by cleared defense contractors to support global network operations for the Department of Defense. This mix of offensive and defensive security experience allows him to provide broader support to our clients as they seek to achieve their security and compliance goals.



Todd Atnip | Director, Advisory Services

Todd has 40 years of IT and information security experience covering both private and public sector engagements. As a certified information security professional, he has completed strategic work in risk assessment, business continuity planning, and audit readiness projects for clients. Additionally, Todd has audit experience with multiple audit frameworks including SOC 1, SOC 2, and HIPAA. He has extensive experience in review, modification, and writing of comprehensive information security policy documents for multiple audit frameworks including SOC, PCI, HIPAA, and ISO 27001. Todd regularly works with clients to assist with the remediation of gaps in their information security controls.

5. Approach and Methodology

a. Technical Approach

Current Permissions Review

Deploy and run proprietary tools to discover current permission profiles and access events at the folder level where available

Historic Access Reviews

The KirkpatrickPrice team will evaluate the current location of historic logs that would provide information regarding historic access records. If these logs are aggregated the team would evaluate the ability for this aggregation point to support the queries required to illuminate historic access to the file shares. If this data exists across multiple systems the team at Kirkpatrick-Price would aggregate them to a central repository, such as elastic search. Aggregating the available logs would serve two purposes. First it would allow for querying and analysis of historic access logs for the requested engagement. Also, this infrastructure would provide the City of Doral with the ability to continue collecting cybersecurity data from core systems to facilitate future requirements for investigation.

Analysis of collected data

Once available logs are aggregated KirkpatrickPrice will develop custom queries to determine the following:

- Access attempts of the in-scope folders.
- Permission modifications and / or attempts to make permission modifications.

Validation of Security Controls

KirkpatrickPrice will conduct penetration testing to validate that security controls are protecting the environment from unauthorized access and permissions modification.

Reporting

Project reporting will occur on two levels. First, a weekly update to the project sponsors at City of Doral will be sent by the Project Manager for KirkpatrickPrice by email. Items to be reported will include progress against the scope, actual schedule against planned schedule, and any issues that have been uncovered and their status. The second level of reporting will include a bi-weekly virtual meeting with the designated project stakeholders/sponsors from both organizations to ensure the project is proceeding according to expectations and discuss any concerns from either party. Additionally, project team members will raise any issues or findings deemed critical immediately to the KirkpatrickPrice project manager who will analyze and document the issue for confidential discussion with designated City of Doral stakeholders/sponsors no later than 24 hours from discovery for a discussion and decision regarding possible impacts or disruptions.

Log detection and Review

1. Assess current location of existing access logs
2. Deploy tools like Elastic search to ingest existing access logs
3. Develop queries to highlight access to in scope user profiles
4. Deploy and run proprietary tools to discover permission profiles and access events at the folder level where available

Pen Testing Event

1. Internal/External Penetration Test
2. Threat simulation (discover methods for access)

b. Project Plan

Steps of the project

Phase 1 – Setup and Discovery

- (a) Asset identification and validation
- (b) Credential provisioning and security analysis
- (c) Client approval and go forward
- (d) Client Artifacts, Discovery Tools and Techniques for analysis (e.g., Boomi, Talend, network diagrams) gathered and validated
- (e) Access attainment and data gathering
- (f) Phase 2 Gate – Go/No Go

Phase 2 – Data Analysis and Findings

- (a) Data organization and stratification
- (b) Analyze data and formulate security findings and improvement recommendations especially in light of recent legislative changes
- (c) Phase 3 Gate – Go/No Go

Phase 3 – Report Preparation

- (a) Engage writing team
- (b) Final Report artifact design and approval
- (c) Complete report draft
- (d) Phase 4 Gate – Go/No Go

Phase 4 – Report Presentation and Discussion

- (a) Deliver Draft Report
- (b) Read out with key stakeholders
- (c) Process mutually agreed edits
- (d) Delivery of Final Report

c. Risk Management

Any risks or security issues uncovered during the assessment will be dealt with in line with the city of Doral’s incident response process, KirkpatrickPrice will provide response and remediation support and consultation as needed.

d. Reporting

Reporting will include all findings and remediation required by the City of Doral.

Required Forms (Exhibits A & B)

Exhibit A Forms:

1. Solicitation Response Form
2. Proposer Qualification Statement
3. Bidder/Proposer Affidavits
 - o Ownership Interests
 - o Compliance with Foreign Entity Laws
 - o E-Verify Program Affidavit
 - o No Contingency Affidavit
 - o Public Entity Crimes o Copeland “Anti-Kickback” Act Affidavit
 - o Disability Non-Discrimination & Equal Employment Opportunity
 - o Conformance with OSHA Standards
 - o Non-Collusion Affidavit
 - o Drug Free Workplace Program
 - o Cone of Silence Certification
 - o Business Entity
 - o Bidder Certification
4. Certificate of Authority
5. Conflict of Interest Form

Exhibit B Forms:

Proof of Insurance Requirements

SOLICITATION RESPONSE FORM

**City of Doral ITN No. 2024-05
Independent IT Audit Services**

Date Submitted	April 9, 2024
Company Legal Name	Kirkpatrick Price, Inc.
Date of Entity Formation	07/17/2018
Entity Type (select one)	<u>Corporation</u> / Partnership / LLC / Other:
Corporate Address	4235 Hillsboro Pike, Suite 300, Nashville, TN 37215
Office Location	4235 Hillsboro Pike, Suite 300, Nashville, TN 37215
Taxpayer Identification No.	83-1273730
Authorized Representative (Name and Title)	Carri B. Jackson, VP Administration

1. The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
2. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITN within ten days after the date of City’s Notice of Award (If applicable).
3. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: 1 Dated: 3-25-24 Addendum No.: _____ Dated: _____
 Addendum No.: 2 Dated: 4-1-24 Addendum No.: _____ Dated: _____

Check here If no Addenda were issued by the City.

4. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
5. Bidder/Proposer further warrants and represents that it has studied carefully all documentation and information provided to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information provided that pertains to the project or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

6. Bidder/Proposer further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.
7. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.
8. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
9. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
10. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: Alli Holder

Telephone: 800-977-3154 x120

Email Address: a.holder@kirkpatrickprice.com

Attention: Alli Holder, VP Sales

11. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.


STATEMENT

I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

SUBMITTED THIS 9 DAY OF April, 2024.

Company Name: Kirkpatrick Price, Inc.

Company Address: 4235 Hillsboro Pike, Suite 300, Nashville, TN 37215

Authorized Representative Signature: 

PROPOSER QUALIFICATION STATEMENT

The Proposer's response to this questionnaire will be utilized as part of the City's evaluation to ensure that the Proposer meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation.

PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM EXPERIENCE REQUIREMENTS IN THE FORM BELOW. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

Proposer	Kirkpatrick Price, Inc.		
Years in Business	19		
Years of Experience Providing Independent IT Audit Services	19		
Project No. 1			
Project Name:	Gap Assessment – (NIST-CSF 2.0)		
Project Description:	review of current information security polices, controls, and control outcomes. Digital Forensics. recommendations for updates to controls that improve the information security posture		
Budget/Cost:	avail upon further discussion	Contract Dates:	March 2024
Owner/Client Name:	City of Leesburg, Florida	Reference Name:	Mike Andrews
Reference Phone No.:	352-728-9717 x:4125	Reference Email:	mike.andrews@leesburgflorida.gov
Project No. 2			
Project Name:	Readiness Engagement for SOC2		
Project Description:	questionnaire and subsequent analysis of client's policies, current information security controls. and evidence of operating controls for the period under audit scrutiny.		
Budget/Cost:	avail upon further discussions	Contract Dates:	July 2022
Owner/Client Name:	Abel Noser	Reference Name:	Randy New
Reference Phone No.:	(646) 432-4000	Reference Email:	rnew@abelnoser.com
Project No. 3			
Project Name:	Security Policy Development		
Project Description:	development of multiple polices related to the information security presence of the enterprise. Policies were aligned w/ multiple information security frameworks including SOC2 and PCI DSS		
Budget/Cost:	Avail upon further discussions	Contract Dates:	Late 2023/Early 2024
Owner/Client Name:	Juice Plus	Reference Name:	Heather Hannah
Reference Phone No.:	(901) 850-3000	Reference Email:	heather.hannah@juiceplus.com

BIDDER/PROPOSER AFFIDAVITS

Business Name: Kirkpatrick Price, Inc.

D.B.A.: _____ Federal I.D. No.: 83-1273730

Business Address: 4235 Hillsboro Pike, Suite 300

City: Nashville State: Tennessee Zip: 37215

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business ("Bidder") and authorized to make the following statements and certifications on Bidder's behalf:

1. Ownership Disclosure

Pursuant to City Code Section 2-384, the above-named Bidder hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Bidder (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>
Joseph Kirkpatrick	4235 Hillsboro Pike, Suite 300 Nashville, TN 37215	100%

The above-named Bidder hereby discloses the following subcontractors (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Bidder and City, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to any transactions between Bidder and City, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or

proposals for goods or services to City. The term "Bidder," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

2. Public Entity Crimes

1. Bidder is familiar with and understands the provisions of Section 287.133, Florida Statutes
2. Bidder further understands that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**INDICATE WHICH STATEMENT APPLIES.**)
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order.)

3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

- a. Bidder is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- b. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
- c. Bidder is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- d. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- e. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- f. Bidder is not engaged in business operations in Cuba or Syria.
- g. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

4. Disability, Nondiscrimination, and Equal Employment Opportunity

Applicant certifies that Bidder is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the City of Doral complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

5. Conformance with OSHA Standards

Applicant certifies and agrees that Applicant has the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

6. E-Verify Program Affidavit

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Bidder to execute this Declaration on behalf of the Bidder.
- b. Bidder has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Bidder does not knowingly employ Affiants or retain in its employ a person whose immigration status makes them ineligible to work for the Bidder.
- d. Bidder has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the City of Doral.

7. No Contingency Affidavit

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and

Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.

- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami- Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

8. Copeland Anti-Kickback Affidavit

Affiant certifies that no portion of any sums will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the City of Doral.

9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

- a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
- d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

10. Drug Free Workplace Program

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Bidder does all of the following:

- a. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- e. Imposes a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Select here if Not Applicable

11. Cone of Silence Certification

Affiant certifies and that Affiant has read and understands the Cone of Silence” requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these City of Doral Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

Kirkpatrick Price, Inc.
Bidder Name

April 9, 2024
Date Signed

Carri B Jackson
Affiant Signature

Carri B. Jackson, VP Administration
Affiant Name & Title (Printed)

STATE OF Tennessee
COUNTY OF Blount

The foregoing instrument was affirmed, subscribed, and sworn to before me this 9 day of April, 2024 by means of physical presence or online notarization, by Carri B Jackson who is personally known to me or who produced the following identification: Drivers License.

[Notary Seal]

Anthony Beav
Notary Public for the State of TN
My commission expires: 8/3/2026



CERTIFICATE OF AUTHORITY
(IF CORPORATION OR LLC)

I HEREBY CERTIFY that I, Joseph Kirkpatrick, President and CEO of Kirkpatrick Price, Inc., a corporation organized and existing under the laws of the State of Tennessee, authorize Carri B. Jackson (Name) as Vice President, Administration (Title) of the corporation/company to execute agreements on behalf of the corporation/company. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of April, 2024.

President Signature: 


Print Name: Joseph Kirkpatrick

STATE OF Tennessee

COUNTY OF Blount

The foregoing instrument was affirmed, subscribed, and sworn to before me this 9th day of April, 2024 by means of physical presence or online notarization, by who is personally known to me or who produced the following identification: Driver's License.

[Notary Seal]


Notary Public for the State of TN
My commission expires: 8/3/2026



CONFLICT OF INTEREST DISCLOSURE

Business Name: Kirkpatrick Price, Inc.

D.B.A.: _____ Federal I.D. No.: 83-1273730

Business Address: 4235 Hillsboro Pike, Suite 300

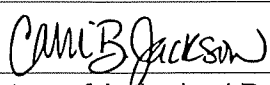
City: Nashville State: Tennessee Zip: 37215

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe below) _____ _____ <input checked="" type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not automatically disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
	04/09/2024	Carri B. Jackson
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per job or project)	\$1,000,000

- B. Endorsements Required
City of Doral listed as an additional insured.
Contingent & Contractual Liability
Waiver of Subrogation in favor of City

II. Professional Liability

A. Limits of Liability	\$1,000,000
------------------------	-------------

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

- A. Limits of Liability
\$500,000 for bodily injury caused by an accident, each accident.
\$500,000 for bodily injury caused by disease, each employee.
\$500,000 for bodily injury caused by disease, policy limit.
Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

IV. Cyber Liability

A. Limits of Liability	\$5,000,000
B. Endorsements Required	
City of Doral listed as an additional insured.	
Contingent & Contractual Liability	
Waiver of Subrogation in favor of City	

Subcontractors' Compliance: It is the responsibility of the Vendor to ensure that all Subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Vendor to provide such notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor/Vendor’s interests or liabilities but are merely minimums.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2024

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

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


PRODUCER Bowling Green/ AssuredPartners NL 1945 Scottsville Rd., Suite 100 Bowling Green, KY 42104	CONTACT NAME: Makayla Davis PHONE (A/C, No, Ext): (270) 393-6228 6228 FAX (A/C, No):	
	E-MAIL ADDRESS: makayla.davis@assuredpartners.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Kirkpatrick Price ,Inc 16057 Tampa Palms Blvd Suite 134 Tampa, FL 33647	INSURER A : Hartford Casualty Insurance Co	29424
	INSURER B : Hiscox Insurance Co, Inc	10200
	INSURER C : Hartford Fire Insurance Co	19682
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			33SBAAE2094SA	1/21/2024	1/21/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			33SBAAE2094SA	1/21/2024	1/21/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			33SBAAE2094SA	1/21/2024	1/21/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	
							Aggregate	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	33WBCAE5K0E	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Tech Prof E&O/Cyber			MPL470058723	3/10/2024	3/10/2025	Aggregate Limit	3,000,000
C	Crime / \$30K Dedt.			33BDDIR0817	7/12/2023	7/12/2024	Client Premises	3,000,000

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

CERTIFICATE HOLDER	CANCELLATION
For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Jacqueline Lorenzo (PM)

From: Alli Holder <a.holder@kirkpatrickprice.com>
Sent: Friday, April 12, 2024 9:00 AM
To: Marco Phillips (PM)
Cc: Jacqueline Lorenzo (PM); Christopher Cotton (PM)
Subject: RE: City of Doral ITN 2024-05 Correction



IRONScales couldn't recognize this email as this is the first time you received an email from this sender a.holder@kirkpatrickprice.com

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

Hi Marco,

My sincerest apologies for the oversight.

The timelines for those projects are as follows:

City of Leesburg – 8 weeks, beginning in March 2024, ongoing, initial audit is complete, working with them on remediation now.

CRISP Health – 11 weeks, with a Q1 2024 completion date

Abel Noser – 4 weeks, with a July 2022 completion date

JuicePlus+ - 8 weeks, Q4 2023-Q1 2024 start to completion

If this information is not sufficient or you need more details, please do not hesitate to let me know.

Thank you!

Alli Holder, KirkpatrickPrice

865-364-8655

Project Name: Web Application Penetration Testing – Testing aims to evaluate the security of the Health Information Exchange (HIE) portal, with a particular focus on assessing the security of SAML integrations and associated applications through comprehensive web application testing.

- Personnel: Sean Rosado, CISSP, GXPN, GPEN, GWAPT, Stu Skove, Reid Ashbridge GWAPT, GPEN
- Client Name: CRISP Shared Services, Inc.
- Client Project Manager: Serena Bryson, Serena.Bryson@crisphhealth.org
- Term/Length: 11 weeks

Proposer's Experience

Project Name: Gap Assessment – (NIST-CSF 2.0) – project scope included review of current information security polices, controls, and control outcomes. Additionally, recommendations for updates to controls that improve the information security posture and improve the likelihood of a successful audit outcomes against specific standards.

Personnel: Todd Atnip, CISSP; KirkpatrickPrice professional writer for deliverable development

- Client name: City of Leesburg, Florida
- Client Project Manager: Mike Andrews, mike.andrews@leesburgflorida.gov
- Term/Length: 8 weeks/ongoing

Project Name: Audit Readiness Engagement for SOC2 – project scope included questionnaire and subsequent analysis of client's policies, current information security controls, and evidence of operating controls for the period under audit scrutiny.

- Personnel: Todd Atnip, CISSP
- Client Name: Abel Noser
- Client Project Manager: Randy New, rnew@abelnoser.com
- Term/Length: 4 weeks




Project Name: Information Security Policy Development – scope included development of multiple polices related to the information security presence of the enterprise. Policies were aligned with multiple information security frameworks including SOC2 and PCI DSS. Included in the scope were recommendations for stronger controls in some topics.

- Personnel: Todd Atnip, CISSP; Nathan Stephens, professional writer
- Client Name: Juice Plus
- Client Project Manager: Heather Hannah, heather.hannah@juiceplus.com
- Term/Length: 8 weeks

Project Name:	Gap Assessment – (NIST-CSF 2.0)		
Project Description:	review of current information security polices, controls, and control outcomes. Digital Forensics. recommendations for updates to controls that improve the information security posture		
Budget/Cost:	avail upon further discussion	Contract Dates:	March 2024
Owner/Client Name:	City of Leesburg, Florida	Reference Name:	Mike Andrews
Reference Phone No.:	352-728-9717 x:4125	Reference Email:	mike.andrews@leesburgflorida.gov
Project No. 2			
Project Name:	Readiness Engagement for SOC2		
Project Description:	questionnaire and subsequent analysis of client's policies, current information security controls. and evidence of operating controls for the period under audit scrutiny.		
Budget/Cost:	avail upon further discussions	Contract Dates:	July 2022
Owner/Client Name:	Abel Noser	Reference Name:	Randy New
Reference Phone No.:	(646) 432-4000	Reference Email:	rnew@abelnoser.com
Project No. 3			
Project Name:	Security Policy Development		
Project Description:	development of multiple polices related to the information security presence of the enterprise. Policies were aligned w/ multiple information security frameworks including SOC2 and PCI DSS		
Budget/Cost:	Avail upon further discussions	Contract Dates:	Late 2023/Early 2024
Owner/Client Name:	Juice Plus	Reference Name:	Heather Hannah
Reference Phone No.:	(901) 850-3000	Reference Email:	heather.hannah@juiceplus.com

Alli Holder | VP, Sales



 800-977-3154 x120
 kirkpatrickprice.com
 Connect with us on LinkedIn



From: Marco Phillips (PM) <Marco.Phillips@cityofdoral.com>
Sent: Friday, April 12, 2024 8:38 AM
To: Alli Holder <a.holder@kirkpatrickprice.com>
Cc: Jacqueline Lorenzo (PM) <Jacqueline.Lorenzo@cityofdoral.com>; Christopher Cotton (PM) <Christopher.Cotton@cityofdoral.com>
Subject: City of Doral ITN 2024-05 Correction

You don't often get email from marco.phillips@cityofdoral.com. [Learn why this is important](#)

Hello,

Kirkpatrick Price submitted a bid for City of Doral ITN No. 2024-05 for Independent IT Audit Services. For one of the required sections of the submittal, demonstrating the proposer's experience by listing projects in the last five years, the projects referenced did not include timelines to demonstrate they were within the past five years. If you could reply to this email with timelines for the projects in the submittal, it would be greatly appreciated.

Thank you,

Marco Phillips
Procurement Specialist

City of Doral
8401 NW 53 Terrace
Doral, FL 33166
T (305) 593-6725 ext 4003
marco.phillips@cityofdoral.com
www.cityofdoral.com

Connect with us on [X](#), [Facebook](#) and [Instagram](#) !



Please note that the State of Florida's Public Records Laws provide that most written communications to or from the City of Doral regarding government business are public records available to the public upon request. This e-mail communication may therefore be subject to public disclosure.