

The Underline

The Underline – Security RFP Tour Questions

1. Partnership with County.....	2
2. Living Wage Requirement.....	2
3. Identification Requirements.....	2
4. Total Weekly Hours.....	2
5. Security Management Structure.....	3
6. 24-Hour Security Coverage.....	3
7. Pricing Structure / Total Figure.....	3
8. Armed vs. Unarmed Security.....	4
9. Security Vehicles.....	4
10. Break Areas / Facilities for Guards.....	4
11. CCTV & Remote Monitoring.....	5
12. Expansion of Camera System.....	5
13. Contract Length.....	6
14. SBE / SPE Identification.....	6
15. Bid Bond Requirement.....	6
16. Estimated Full Capacity Timeline.....	7
17. Events.....	7
18. Security Interaction Approach.....	7
19. Specialized Training.....	8
20. Crime Activity.....	8
21. Dispatch Requirement.....	8
22. Uniform Requirements.....	9
23. Policies on E-Bikes / Scooters.....	9
24. Event Security Planning.....	10
25. Apply for the RFP.....	10
26. Submit Questions.....	10

1. Partnership with County

Is the security program a partnership with Miami-Dade County or will it be managed directly by The Underline?

The Underline previously received in-kind security through a partnership with Miami-Dade County Department of Transportation and Public Works..

The Underline is now transitioning away from county-managed security and will procure and manage its own security services directly through the current RFP process.

2. Living Wage Requirement

What is the living wage requirement for security personnel?

Security vendors must comply with Miami-Dade County's Living Wage Ordinance.

- Current Living Wage: \$21.91 per hour
- Vendors must sign an attestation confirming compliance
- Proposals should demonstrate how wages and benefits meet or exceed this requirement.

3. Identification Requirements

Is identification required for security personnel?

Identification requirements for security personnel were not specifically defined during the meeting.

However, per the RFP, vendors should assume:

- Standard professional security licensing and identification will be required.
- Compliance with Florida state security licensing standards is expected.

4. Total Weekly Hours

How many security hours are being used each week?

Current operations are running at approximately:

~500 total security hours per week.

This figure reflects partial park operations, as only four segments are currently open.

Security hours are expected to increase as additional park segments open and activity expands.

5. Security Management Structure

Will there be a manager or supervisor overseeing the security operation?

Yes. At present, there are:

- Two supervisors/managers overseeing security operations.
- These supervisors manage scheduling, operations, and coordination with The Underline team.

6. 24-Hour Security Coverage

Will the park require 24-hour security coverage?

Some locations currently have 24-hour security coverage.

However, coverage varies by segment depending on activity levels.

Current structure includes:

- Morning shift
- Afternoon shift
- Overnight security in certain locations

Security deployment is flexible and adjusted based on usage patterns, activity levels, and safety needs.

7. Pricing Structure / Total Figure

Should vendors submit a single total price for the entire contract or hourly pricing?

Because The Underline is continuously expanding, vendors should propose:

- Hourly rates
- Pricing should support scalable operations as the park grows to its full 10-mile footprint
- We'd like to see your proposed resource allocation.

8. Armed vs. Unarmed Security

Will The Underline require armed or unarmed security?

Historically:

- The Underline preferred unarmed security.

However:

- When security was provided by Allied Universal via the County, armed officers were used.

For the RFP:

Vendors may provide pricing for both options.

Vendors are encouraged to propose creative deployment strategies, identifying areas where armed personnel may be appropriate.

9. Security Vehicles

What types of vehicles or patrol methods should be used across the park?

Current mobility tools include:

- Electric bikes
- Golf carts

These are used due to the length of the park and patrol efficiency needs.

Currently, golf carts present charging downtime limitations, so vendors are encouraged to propose additional mobility solutions that maintain continuous patrol coverage.

10. Break Areas / Facilities for Guards

Will there be designated break areas for security personnel?

Security personnel will have access to:

- Cooling stations throughout the park
- Workstations
- Restroom facilities through partnerships with transit facilities

Infrastructure such as:

- charging stations
- rest points
- operational hubs

are intended to expand as the park grows.

11. CCTV & Remote Monitoring

Does The Underline have a CCTV system and will remote monitoring be used?

The Underline currently operates a CCTV surveillance system using AI-enabled technology.

Key details:

- Cameras cover the area from the Miami River to Coral Way, The Hammock Playground and Vizcaya Plaza.
- The system provides live monitoring and AI-assisted review of incidents
- The system allows rapid playback and investigation of events

Future plans include integration with local law enforcement including:

- Miami Police Department
- Miami-Dade County Sheriff's Office
- Coral Gables Police Department
- South Miami Police Department

The Underline also plans to establish a Security Operations / Dispatch Center (SOC) to monitor cameras and coordinate responses.

12. Expansion of Camera System

Will additional cameras be installed as the park grows?

The CCTV network will expand alongside park development.

As additional segments open, new cameras will be installed in certain areas and incorporated into the centralized monitoring system.

13. Contract Length

What is the expected term of the security contract?

The proposed contract term is:

- 3-year initial term, with 2 optional one-year extensions

14. SBE / SPE Identification

Are there Small Business Enterprise requirements in the RFP?

Small Business Enterprise (SBE) participation requirements are included in the RFP.

Vendors must review the RFP carefully and identify any applicable SBE participation or subcontracting requirements.

15. Bid Bond Requirement

Is a bid bond required?

Please refer to the RFP Section 1.11 BID BOND/BID SECURITY.

16. Estimated Full Capacity Timeline

What is the projected timeline for expansion of the park?

Currently, 4 miles are opened. Expansion schedule:

- Another 2 miles are expected to open soon

Full buildout will eventually cover 10 miles of park space at the end of the year.

17. Events

How many events occur at The Underline each year?

The Underline currently hosts approximately 230 events per year, varying in size.

Examples include:

- Weekly recurring events (yoga, fitness)
- Community gatherings
- Family events
- Seasonal concerts
- Cultural programming

Attendance ranges from:

- 8–10 participants (small recurring events)
to
- 100+ attendees for larger events

The number of events is expected to increase significantly as new segments open.

18. Security Interaction Approach

What role should security play when interacting with visitors?

Security officers are expected to operate in an “Ambassador” role, emphasizing:

- Community engagement
- Information assistance
- Observation and reporting
- De-escalation techniques

19. Specialized Training

Will officers require any special training?

Refer to RFP Section 4.4 TRAINING ADMINISTRATION AND REQUIREMENTS

20. Crime Activity

Have there been any serious crimes within The Underline areas?

There have been no serious crimes reported directly on Underline property

However, nearby areas have experienced more serious crimes.

21. Dispatch Requirement

Refer to RFP to RFP Section 2.15.2 DISPATCH

22. Uniform Requirements

Will security officers be required to wear a specific uniform?

Please refer to RFP section 2.15.3

23. Policies on E-Bikes / Scooters

Are there policies regarding e-bikes and scooters?

E-bikes and scooters are a growing safety concern.

Issues include:

- Excessive speed

- Dangerous riding behavior
- Juvenile riders
- Education
- Coordination with local schools
- Community outreach

The Underline is developing policies that comply with state and local laws.

24. Event Security Planning

How is event security planned and scheduled?

Events are planned on a two-week forecasting cycle.

Upon award, The Underline team will provide the security contractor with:

- Event schedules
- Security coverage requirements
- Adjustments based on expected attendance

Event security will be billed separately from routine daily security operations.

Take a look at The Underline [website](#) for an overview of current programming.

25. Apply for the RFP

Apply for the RFP 26:01 - Where can we apply for the RFP?

Please refer to page 2 of the RFP

26. Submit Questions

How can we submit questions in advance of the due date?

Please refer to page 2 of the RFP

The Underline

Submitted Questions

1. Can the Central Dispatch Center function be performed remotely?

Please refer to page 25, Section 2.15.2 DISPATCH

2. How are the minimum number of personnel needed for Special Events currently determined? Is it determined by the Provider, TUMO, or collaboratively?

A-The minimum staffing level for special events is determined collaboratively between the security department and events teams, based on anticipated attendance, event footprint, operational requirements, historical data and risk assessment considerations.

3. During the site walkthrough, it was noted that current operations encompass approximately 500 weekly service hours. In order to assess existing coverage, identify potential gaps, and develop a scalable staffing plan that accommodates the phased opening of additional sections, please provide the incumbent contractor's weekly schedule, including shift times, staffing levels by area, and any rotational or variable coverage arrangements?

A-Security hours vary based on activity levels and programming within each park segment. The current approximately 500 weekly service hours support the 4 miles of the park that are operational. Some areas require 24-hour coverage, while others are staffed 16 hours. Staffing levels also vary by location, with one or two officers assigned per shift depending on operational needs.

4. To support the development of an optimized staffing and scheduling plan, please advise whether there are any known days of the week or times of day during which there is an increased presence or heightened usage of The Underline's facilities, including but not limited to outdoor fitness areas, trails, and other park amenities?

A-Activity levels typically increase Wednesday through Saturday, primarily due to regularly scheduled programming and pop-up events. Staffing and security coverage are adjusted as needed.

- 5. Can the Conservancy provide historical data on the average daily staffing levels required to maintain adequate patrol coverage across the existing 4-mile corridor, including supervisory personnel?**

A-(Please refer to question 4)

- 6. Does the Conservancy anticipate minimum staffing requirements or response time expectations that would require fixed post assignments in addition to mobile patrols?**

A-Minimum staffing will consist of one officer per shift per assigned area. Coverage may be increased as operational needs arise. Staffing is structured to ensure timely response and appropriate coverage as conditions require.

- 7. Given the park operates 24/7 without controlled access points, does the Conservancy expect continuous patrol coverage across all segments of the corridor at all times?**

A-Some areas have been designated to require 24/7 security coverage, while others do not have the same requirement. As the park continues to expand, ongoing assessments will be conducted to determine appropriate security coverage for each segment.

- 8. Are there specific high-activity areas (such as playgrounds, sports courts, event areas, etc.) that require dedicated security presence during peak hours?**

A- Currently, Hammock Park is the only area that requires a dedicated security presence for approximately two hours during peak times to help ensure a safe and quiet environment for all visitors.

- 9. Can the Conservancy provide historical data regarding the number of events annually that require security support and the typical staffing levels required for those events?**

A- Approximately 200 events a year.

- 10. Will security personnel be responsible for crowd management, access control, or other operational functions during Conservancy-sponsored events?**

A-Yes. Security personnel may support crowd management, access monitoring, safety oversight, and coordination with event organizers to ensure a safe environment.

11. Are vendors expected to provide surge staffing during large events, and if so, what notice period should vendors assume?

A-Yes. Vendors are expected to provide surge staffing for large events when requested. Two weeks' advance notice is typically provided for recurring weekly events, while three to four weeks' notice is provided for larger programmed events.

12. Will event security services be compensated separately or included within the standard hourly security service rates?

A-Special events will typically be requested and billed separately from regularly scheduled security services.

13. The RFP indicates that the park will expand from approximately 4 miles to 10 miles by 2026. Can the Conservancy clarify the anticipated timeline for each phase of expansion and the expected increase in security coverage requirements?

A- The park currently has 4 miles open and operational. Two additional segments are expected to be activated by the end of April, increasing the park to approximately 6 miles. The remaining 4 miles are anticipated to open incrementally by Fall 2026, at which time security coverage will be expanded accordingly to support the full 10-mile corridor.

14. Will vendors be required to immediately provide security coverage for newly opened park segments as construction phases are completed?

A-Yes, that is the current expectation.

15. Can the Conservancy clarify the expected coordination protocols with Miami-Dade Police Department or other responding agencies when security incidents occur?

A-The security team coordinates with appropriate public safety agencies, including law enforcement, to support emergency response. As additional park segments open, coordination will continue to ensure effective response. Security personnel communicate

with responding agencies through established channels and follow standard incident escalation protocols.

16. Are vendor personnel expected to detain individuals, secure incident scenes, or otherwise support law enforcement activities until police arrival?

A-Security personnel will observe and report, maintain scene safety, and coordinate with law enforcement when incidents occur. Currently, a “no-hands-on” policy is followed, except in cases of self-defense. All actions are conducted in accordance with Florida state and Miami Dade County statutes and company policies.

17. Can the Conservancy clarify the expected frequency and format of incident reports, daily activity logs, and other operational reporting requirements?

Please refer to page 20 Section 2.15.6 REPORTING REQUIREMENTS AND PROCEDURES

18. Will vendors be required to provide weekly or monthly operational reporting, including incident summaries or trend analysis?

Please refer to page 20 Section 2.15.6 REPORTING REQUIREMENTS AND PROCEDURES

19. Are vendors expected to provide dedicated supervisory or administrative personnel to support reporting, contract management, or coordination with Conservancy staff?

Please Refer to page 35, Section 4.3 GENERAL REQUIREMENTS of the RFP

20. Does the Conservancy expect vendors to provide technology platforms for incident reporting, patrol tracking, or GPS-based monitoring of security personnel?

Please refer to page 20 Section 2.15.6 REPORTING REQUIREMENTS AND PROCEDURES

21. Are body cameras, mobile reporting devices, or other technology solutions expected as part of the security services program?

A-We are not currently using them, but we welcome your creativity and input as you develop a proposal for security services

22. Does the Conservancy anticipate any minimum training requirements beyond Florida licensing requirements for personnel assigned to the contract? CPR, First Aid, and De-escalation techniques.

A-Please refer to page 35 Section 4.3 GENERAL REQUIREMENTS of the RFP

23. Are vendors expected to provide personnel with bilingual capabilities or specialized training related to public engagement and de-escalation?

A- Please refer to page 35 Section 4.3 GENERAL REQUIREMENTS of the RFP

24. The RFP references 24/7 dispatch capability. Can the Conservancy clarify whether vendors are expected to maintain their own dispatch operations dedicated to the contract?

A-Please refer to page 25, Section 2.15.2 DISPATCH of the RFP

25. Are vendors responsible for providing all patrol equipment, including bicycles, carts, radios, and related maintenance?

A- Please refer to page 25 Section 2.15.3 UNIFORM, EQUIPMENT, AND APPEARANCE REQUIREMENTS of the RFP

26. Please provide the required staffing schedule by location, shift, and day of the week.

A-TBD After the contract award and full build out of the 10 miles.

27. Please confirm the estimated annual hours for each required shift type.

A- TBD After contract awarded and full build out of the 10 miles.

28. What supervisor or lead structure is anticipated, including the expected supervisor-to-officer ratio?

A- The Conservancy currently has two Underline Supervisors, in addition to the Security Manager, who assist with managing third-party security services and are available for emergency response and escalation as needed. The Conservancy welcomes the vendor's professional recommendations regarding the supervisory structure, including an appropriate supervisor-to-officer ratio.

29. What is the estimated number of special events per year and the anticipated annual event hours?

A-The park hosted approximately 200+ events last year, with most events typically lasting 4 to 5 hours.

30. What is the anticipated contract start date?

A- We are anticipating a June 1, 2026 start date, subject to Board approval..

31. As the RFP notes that actual hours may vary, should proposers base pricing on a fixed estimated annual schedule, a not-to-exceed staffing model, or blended rates based on actual hours utilized?

A- Please fill out the budget worksheet provided on page 42, Section 6.0 PRICE SCHEDULE: BUDGET WORKSHEET..

32. How should proposers account for the phased expansion of service areas as The Underline develops through 2026?

A-The current security model does not fully reflect the requirements for the remaining segments that are still pending development. Security assessments for those areas have not yet been completed. As additional segments open, the Conservancy will work collaboratively with the selected proposer to determine the appropriate level of coverage needed.

33. Should proposed pricing remain fixed for the full three-year contract term, or would annual rate adjustments be acceptable?

A-Any annual adjustments must be submitted 30 days in advance and approved in writing by the Conservancy. Acceptable annual rate adjustments include an increase in the Miami Dade Living Wage or another factor beyond the contractor's control.

34. Should higher wage rates be structured to support officers with a minimum of five years of security experience?

A-The RFP does not prescribe wage tiers or experience-based pay structures. Vendors may structure wages internally as they deem appropriate, provided they meet all licensing, staffing, and qualification requirements outlined in the Scope of Work.

35. Should we assume annual wage increases over the contract term, or should wages remain fixed for the duration of the agreement?

A- Refer back to question 34.

36. Should management positions, such as the Project Manager, be included in the billable rates or proposed as separate line items?

A- Please fill out the budget worksheet provided on page 42, Section 6.0 PRICE SCHEDULE: BUDGET WORKSHEET

37. What are the required initial training hours for security personnel prior to assignment, and can you confirm whether 16 hours of refresher training per quarter is required?

A--Please refer to page 38, Section 4.4 TRAINING ADMINISTRATION AND REQUIREMENTS

38. Please provide the anticipated quantities of radios, phones, golf carts, and bicycles required for the contract, and confirm whether these should be included in the rates or proposed as separate line items.

A-Quantities are to be determined as the park continues to expand. Proposers are encouraged to provide recommendations for radios, phones, golf carts, bicycles, or other mobility solutions that would support efficient patrol and rapid response throughout the park. Equipment may be proposed in the pricing structure accordingly.

39. Section 2.15.5(B) states that TUMO will issue radios, while Section 4.3(H)(a)(2) indicates that the contractor should propose radios. Could you please clarify whether radios will be provided by TUMO or should be included as a line item in the proposed budget?

A-The park currently utilizes long-range SIM based radios for communication. However, proposers are encouraged to recommend comparable or superior communication solutions if available and may include those recommendations in their proposal.

40. What uniform style is expected for site personnel, and should uniform costs be included in pricing or billed as incurred?

A-Please refer to page 25, Section 2.15.3 UNIFORM, EQUIPMENT, AND APPEARANCE REQUIREMENTS in the RFP.

41. Should pricing include holiday premium pay for coverage on holidays, and if so, which holidays should be observed?

A-Yes, New Years Day, MLK Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day After, Christmas Day

42. Does TUMO anticipate providing any additional employee benefits beyond applicable state and local minimum requirements (e.g., additional PTO, sick leave, or personal time)?

A-No

43. Are there any certification requirements beyond standard training (e.g., CPR/AED, government-required courses, less-than-lethal training, etc.)?

A-Please refer to page 38, Section 4.4 TRAINING ADMINISTRATION AND REQUIREMENTS of the RFP

44. If a dedicated Project Manager has not yet been identified for TUMO, would it be acceptable to submit resumes of qualified candidates who meet or exceed the experience requirements outlined in the RFP?

A-Please refer to page 35, Section 4.3 GENERAL REQUIREMENTS of the RFP

45. Are bid and performance bonds required at the time of proposal submission? During the site visit on March 9, it was shared that the current security program operates approximately 500 hours per week. Could TUMO please provide a breakdown of the current hours and post assignments for the existing security program?

A- There are currently approximately 500 weekly hours that cover three segments of the park. In the Brickell segment (Miami River to 27 Avenue), there are two guards per shift and one overnight officer. Segment 5 in Coral Gables (37 Avenue to 42 Avenue) currently operates with 16 hours of coverage per day.

46. Can a breakdown of the current number of golf carts, cellular phones, and bicycles be provided? We understand this may be subject to change, but having this information will help us better understand the current operations and plan for future operational needs.

A- Currently, the Brickell segment operates with two golf carts and one electric bicycle as backup, along with two cellular phones. Segment 5 in Coral Gables currently utilizes one golf cart, with an electric bicycle being implemented this month, and one cellular phone. As the park continues to expand, each segment is expected to have its own dedicated phone and corresponding golf carts and/or bicycles. Proposers are encouraged to provide professional recommendations and creative solutions to ensure the most cost-effective and efficient security response.

47. Is there a particular type of golf cart that TUMO prefers for the program?

A- TUMO does not have a specific preference for a particular type of golf cart. However, golf carts equipped with lithium batteries have been observed to perform better and withstand heavier use compared to traditional battery-powered carts.

48. Is there a preference for a 2-seater or 4-seater model?

A- Two seaters would suffice.

49. Please confirm if the golf cart will be used to conduct escort services.

A-No. Golf carts are not intended to be used for escort services.

50. Can TUMO please verify the number of radios, programming fees and monthly charges associated with the radios?

A-TUMO currently has 15 radios in use for security and operational purposes. There are no monthly charges, as the radios are TUMO property.

51. Will the security provider have access to a designated secure area to store and charge golf carts and/or other vehicles (bicycles, electric bicycles)?

A- Yes. Currently, designated areas exist to store and charge golf carts, bicycles, and other equipment for the segments that are open. As the park continues to expand, the Conservancy will work with the proposer to provide the necessary infrastructure for additional segments.

52. Can TUMO provide a breakdown or additional details regarding the expected security coverage during special events?

53. Due to the requirements imposed by the Federal Transit Department of Transportation (DOT), which are a direct cost to the vendor, is TUMO willing to make the compliance of the random drug testing program a billable position to ensure regulatory requirements are provided by a trained specialist?

A-The RFP does not include any requirements related to Department of Transportation (DOT) random drug testing programs or similar federal transit compliance requirements for security personnel. Therefore, TUMO does not identify a separate billable position for administering or managing a drug testing program.

54. Can TUMO please indicate if officers are required to be paid while on duty and provided with transport/escort for random drug tests?

A-The RFP does not specify requirements related to random drug testing procedures, including whether officers must be compensated while undergoing testing or whether transportation or escort services must be provided. Contractors are responsible for ensuring their personnel comply with all applicable federal, state, and local laws and regulations, as well as their own internal employment policies. Any operational or administrative costs associated with personnel management—including compliance with regulatory or internal drug testing programs, is the responsibility of the proposer.

55. Given the compliance requirement of this program, can TUMO please indicate what other positions are needed to support this program that are not billable? For example, additional compliance management, supervision, staffing or other administrative duties.

A- A-Please refer to page 35, Section 4.3 GENERAL REQUIREMENTS of the RFP

56. Are all vendors (including SBE's) subject to the County User Access Program (UAP) in the amount of two percent (2%)?

A- Please refer to page 24, section 2.11 SMALL BUSINESS ENTERPRISE MEASURES: SBE-G/S 10% Goal

57. Can TUMO please clarify if the sick leave requirement (56 hours annually) is a requirement of this program? If so, can TUMO please clarify if the 56-hours per employee sick leave requirements are billable?

A-TUMO does not have a sick leave requirement.

58. Given the cost of the performance bond can TUMO please verify that that the 100% Performance Bond is an annual bond?

A- Please refer to page 17, Section 1.53 PERFORMANCE/PAYMENT BOND from the RFP.

59. Can TUMO please verify if a specific bond form is required? If so, please provide any required bid bond/performance bond forms that may be required.

A- Please refer to page 17, Section 1.53 PERFORMANCE/PAYMENT BOND of the RFP.

60. Can TUMO please confirm that all companies must comply with the Living Wage requirements for FY 2025/2026 of \$17.45 per hour with qualifying health benefits valued at least \$3.81 per hour, or \$21.26 per hour without qualifying benefits?

A- Please refer to page 24, Section 2.10 LIVING WAGE

- 61. The Miami Dade Living Wage increases for FY 2026/2027 to \$18.40 per hour with qualifying health benefits valued at least \$4.13 per hour, or \$22.53 per hour without qualifying benefits with the companies permitted to adjust their bill rates accordingly to account for increase in Miami Dade County Living Wage.**

A-A- Please refer to page 24, Section 2.10 LIVING WAGE

- 62. Will TUMO permit the Contractor to increase bill rates to the extent necessary to allow the Provider to recoup increases in unforeseen costs that are outside of the Provider's control such as: increases in Federal, County or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs? If so, please describe the process by which the Contractor will be able to submit a request for a bill rate adjustment.**

A-The RFP specifies that proposals must be submitted on a firm/fixed price basis, meaning the contractor assumes the risk and responsibility for costs associated with performing the contract. The RFP does not include provisions permitting automatic bill rate adjustments due to increases in operating costs such as taxes, wage mandates, collective bargaining agreements, benefits, or other statutory requirements. Proposers should therefore structure their pricing accordingly when submitting their proposal. Any changes to pricing after contract execution would be subject to the terms of the executed Agreement and may only occur through a written amendment or modification approved by TUMO.

- 63. Can TUMO confirm if Miami Dade County Living Wage requirement will be monitored or enforced by an appropriate oversight office (certified payroll) to ensure that any company paying the lower hourly rate (\$17.45 in 2025/2026 or \$18.40 in 2026/2027) is in fact providing (paying for) qualifying health benefits that meet the stated hourly value and that the security officers are actually enrolling / participation in said plan.**

A- Please refer to page 24, Section 2.10 Living Wage

64. Please clarify the requirement indicating that no overtime will be billable. Is this due to the expectation that an event rate will be applied, which would serve as the billable rate for any additional hours requested?

A-.A-Please refer to page 35, Section 4.3 GENERAL REQUIREMENTS of the RFP

65. Please clarify that all Security guards furnished by the Successful Proposer shall have current State of Florida Class D licenses and a minimum of 5 years' experience in security dealing with public spaces and strong customer service or is it Minimum (3) years of experience Prior experience in a similar environment (parks, public spaces).

A-Please refer to page 35, Section 4.3 GENERAL REQUIREMENTS of the RFP

66. Please clarify the requirements for officers to have medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results. TUMO does not require a medical examination.

A-Please refer to page 35, Section 4.3 GENERAL REQUIREMENTS of the RFP

67. Please clarify the need for Polygraph examinations reports, as applicable.

A- A-Please refer to page 35, Section 4.3 GENERAL REQUIREMENTS of the RFP

68. Regarding Section 12.0. INDEMNIFICATION AND INSURANCE, our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Can language be added to the additional insured requirement which states that this will be to the extent of the Contractor's indemnification obligations and up to the required insurance amounts set forth herein? Our company is willing to increase the insurance amounts required if TUMO deems appropriate to support this request.

A- Please refer to page 54, Section 12.0 INDEMNIFICATION AND INSURANCE of the RFP.

69. Will TUMO allow the Contractor to have the reciprocal right to terminate the agreement for convenience with 90 days notice to TUMO?

A- Please refer to page 20, Section 1.70 TERMINATION

70. Our company stands behind our security services, however, the pricing presented does not take into account infinite liability. Is TUMO willing to add a mutual limitation on liability such as the following for example?

A- A- Please refer to page 54, Section 12.0 INDEMNIFICATION AND INSURANCE of the RFP.

74. Bid Bond Requirement: The solicitation references a 5% bid bond requirement. During the site visit it was mentioned that proposers may only need to demonstrate the ability to obtain the bond, with the bond submitted upon award. Please confirm:
- Whether the 5% bid bond must be submitted with the proposal, or only proof of bonding capacity at the time of proposal submission.
 - If proof of bonding capacity is sufficient, please clarify what documentation is acceptable (e.g., letter from a surety or bonding company confirming the ability to obtain the bond).

A- Please refer to page 17, Section 1.53 PERFORMANCE/PAYMENT BOND

75 . Performance Bond: Please confirm whether a performance bond will be required if a contract is awarded. If so, please specify the required amount/percentage and duration of the bond.

A-A- Please refer to page 17, Section 1.53 PERFORMANCE/PAYMENT BOND

76. Insurance Requirements: Please confirm the minimum insurance requirements for this contract, including the types of coverage and coverage limits required for security providers operating at the project sites.

A-Please refer to page 54, Section 12.0 INDEMNIFICATION AND INSURANCE

77. Indemnification and Liability Allocation: The solicitation indicates that the contractor must indemnify the organization and the County.

Please clarify:

- Whether indemnification applies only to incidents arising from contractor negligence, or to any incident occurring on the premises regardless of cause.
- Whether liability is shared between the organization and the contractor, or fully transferred to the contractor.

- Whether indemnification expectations would change if the contractor recommends or implements additional security measures to mitigate site risks.

A- Please refer to page 54, Section 12.0 INDEMNIFICATION AND INSURANCE

78. Prior Security Incidents and Risk Assessment: During the site visit, it was mentioned that two murders occurred near the coverage areas.

Please confirm:

- **Whether these incidents occurred within the project boundaries.**
- **The dates of the incidents, whether they occurred during operating hours, and whether they involved members of the public, staff, or security personnel.**

A- There was one (1) homicide reported in 2025 near the project area. The incident occurred on an adjacent property and not within The Underline boundaries. It took place during the overnight hours, and no Underline staff or security personnel were involved or affected.

Additionally, please confirm whether a security assessment or risk analysis was conducted following these incidents.

If so, please indicate:

- **The name of the consultant or firm that performed the assessment.**
- **The scope of the assessment and whether recommendations were made regarding staffing levels, patrol methods, lighting, surveillance systems, or armed vs. unarmed personnel.**

A- Please refer to the answer for question 78.

79. Updated Security Measures and Risk Mitigation

Please clarify whether any additional security measures have been implemented or are planned in view of the two incidents, including:

- **Changes in guard staffing levels or patrol frequency**
- **Installation or expansion of surveillance systems**
- **Lighting improvements, and who advised on lighting adequacy**
- **Installation of warning or liability signage on the property**

A- Security operations are continuously assessed based on incident reporting and operational reviews. Adjustments to security measures are implemented as needed to address emerging conditions and operational requirements.

80. Allocation of Security Responsibilities: Given the murder incidents referenced during the site visit, please clarify how security responsibility and risk allocation are structured between the organization, the County, and the contractor.

Please also confirm whether the contractor is expected to provide standard guard services only, or whether the scope includes broader security planning and risk mitigation recommendations.

A- The RFP requires the contractor to provide security services in accordance with the Scope of Work, while assuming responsibility for the performance of those services. The contractor is required to defend, indemnify, and hold harmless TUMO and Miami-Dade County from liabilities, damages, or claims arising from the contractor's negligence, recklessness, or wrongful misconduct in the performance of the contract.

81. Security Staffing Model and Pricing Evaluation: The RFP indicates that proposers should recommend security coverage and personnel distribution. Please clarify whether:

- **There is a minimum staffing expectation per shift, or**
- **Proposers are expected to develop and propose the full staffing model.**

Additionally, please confirm whether the organization will provide a baseline staffing assumption for pricing comparison, or whether proposals will be evaluated based on each proposer's independently recommended deployment model.

A- The minimum level of coverage will be one guard per shift. Some areas currently require 24-hour security, while others operate with approximately 16 hours of coverage. Proposers are expected to recommend a staffing model and personnel distribution based on their professional experience. As the park continues to expand, TUMO will work with the successful proposer to determine appropriate scheduling and coverage based on operational needs, amenities, and security assessments.

82. Armed vs. Unarmed Personnel: During the site visit it was noted that the current contractor deploys armed security personnel, and proposers were asked to recommend the appropriate approach.

Please confirm whether the organization has a preferred or required staffing model regarding armed versus unarmed security personnel.

A-TUMO currently utilizes unarmed security personnel and is requesting proposals for unarmed security services under this RFP. However, if conditions require a higher level of security in the future, the option to deploy armed personnel may be considered, and associated costs have been established.

83. Special Event Security: During the site visit it was mentioned that security coverage may vary depending on schedules and special events.

Please confirm:

- **Whether additional security services for special or private events will be billed separately, and**
- **Whether such services will be funded by the organization or by event organizers.**

A- Please refer to page 36, Section 4.3 GENERAL REQUIREMENTS.

84. Coverage Expectations for Public Areas: During the site visit, it was stated that all park areas accessible to the public require security coverage even when amenities are closed. Please confirm whether the expectation is continuous security coverage across all publicly accessible areas, and whether the staffing levels necessary to maintain that coverage will be fully funded under the contract.

A-Security coverage is expected for publicly accessible areas of the park. However, continuous coverage across all segments has not yet been fully determined, as the park continues to expand. Proposers are encouraged to recommend appropriate staffing levels to maintain effective coverage based on their professional experience. Any requested and approved security services will be funded under the contract.

85. Security Role and Coordination with Law Enforcement: Please clarify the expected role and authority of contracted security personnel when responding to criminal activity within the project area. Specifically, please confirm whether security personnel are expected to primarily observe, deter, and report incidents while coordinating with local law enforcement, or whether they are expected to actively intervene in criminal incidents prior to law enforcement arrival.

A- Security personnel are expected to observe, deter, and report incidents while coordinating with local law enforcement agencies within the appropriate jurisdiction. Officers are not expected to actively intervene in criminal incidents beyond maintaining safety and communicating with responding authorities.

87. Security Coverage Hours and Patrol Equipment: To ensure accurate pricing, could you please confirm the total number of security coverage hours expected under the contract?

Additionally, since patrol methods may include vehicles, golf carts, or bicycles, would it be possible to include separate line items in the pricing sheet for these equipment types? Please also clarify whether the organization has any anticipated quantities or expectations for the number of vehicles, golf carts, or bicycles to be used for patrol operations.

A- Please refer to page 42, Section 6.0 PRICE SCHEDULE: BUDGET WORKSHEET

Public Record Request

- **Public Records Request – Existing Security Contract: Pursuant to the Florida Public Records Law (Chapter 119, Florida Statutes), we kindly request a copy of the most recent executed contract for security services related to The Underline, including any amendments or extensions.**
- **Can we get a schedule of events or past event coverage billing.? Please refer to attachment B.**
- **Can the Conservancy provide historical data regarding incident volume within the park, including calls for service or security-related interventions?**
- **Can you provide the current billable rates for unarmed guards, unarmed supervisors, armed guards, armed supervisors, technology, and equipment?**

Attachment A

Incident Summary February 2026

Total reports: 193

Incident Type	Count	% of Total
Loitering (Homelessness)	146	75.3%
General Rules & Regulations Violation	16	7.2%
Lost and Found	2	4.1%
Medical Emergency	4	2.1%
Vandalism	4	2.1%
Garbage (Bottles / Trash)	2	1.0%
Drug Related	2	1.0%
Suspicious Activity	2	1.0%
Safety Hazard	2	1.0%
Disorderly Activity	1	0.5%
Car vs Golf Cart	1	0.5%
Vandalism	1	0.5%
Sexual Assault	1	0.5%
Information /Assitance	1	0.5%

Attachment B



Security Management Innovations
6802 NW 77th Ct
Miami, FL 33166

INVOICE NO.	45851
DATE	03/02/26

CUSTOMER

The Underline Conservancy, a 501(C)3
1800 SW 1st Ave Ste 504
Miami, FL 33129-1181

SERVICE LOCATION

The Underline Conservancy, a 501(C)3
1800 SW 1st Ave Ste 504
Miami, FL 33129-1181

TERMS: Net 10 Days	CUSTOMER NO. 6100	JOB NO. 6100	P.O. NO. 3		
Description	Quantity	Unit of Measure	Price	Amount	
Security Guard Services From 02.02.26 to 03.01.26					
Additional Service - Special Events					
Security Officer - Additional Services					
Special Event - UPilates 02.11.26	4.00	Hours	34.00	136.00	
Security Officer - Additional Services					
Special Event - UPilates 02.18.26	4.00	Hours	34.00	136.00	
Security Officer - Additional Services					
Special Event - UPilates 02.25.26	4.00	Hours	34.00	136.00	
Security Officer - Additional Services					
Special Event - UYoga 02.12.26	4.00	Hours	34.00	136.00	
Security Officer - Additional Services					
Special Event - UYoga 02.19.26	4.00	Hours	34.00	136.00	
Security Officer - Additional Services					
Special Event - UYoga 02.26.26	4.00	Hours	34.00	136.00	
Security Officer - Additional Services					
Special Event - UYoga & UStrength 02.14.26	4.00	Hours	34.00	136.00	
Security Officer - Additional Services					
Special Event - UYoga & UStrength 02.21.26	4.00	Hours	34.00	136.00	
Security Officer - Additional Services					
Special Event - UYoga & UStrength 02.28.26	4.00	Hours	34.00	136.00	
***** Additional Service - Special Events Sub Total *****	36.00			1,224.00	
***** Grand Total *****	36.00	Hours			
Please remit payment to: Security Management Innovations 6802 NW 77th Ct Miami, FL 33166					
			Sub-Total	1,224.00	
			Sales Tax		
			TOTAL(\$)	\$1,224.00	

Security Management Innovations Service Agreement

THIS AGREEMENT made this 31st day of December in the year of 2025 as between Security Management Innovations, a corporation in the State of Florida and The Underline Conservancy (referred to as "the Customer"). Customer is doing business as a (n) Non-Profit (Individual, partnership, corporation) in the State of Florida.

1. Security Management Innovations shall furnish the Customer uniformed security service as required by the customer at 1800 SW 7th Ave, Suite 507, Miami FL 33129 and any other locations as may be directed by the customer.

- This Agreement shall commence on December 29th, 2025 and continue for an initial term of ninety (90) days. Following the expiration of the initial term, Customer may, at its sole option, extend the Agreement for one or more successive renewal terms of thirty (30) days each.

"Security Management Innovations will bill the Customer monthly. Payment shall be made by the Customer to Security Management Innovations without discount, not later than 30 days. Past due accounts shall bear a service charge or the lesser of two percent (2%) per month or the legal maximum rate allowed."

- They need a provision that they need to pay living wages pursuant to our Management Agreement. Proposed below:
 - SMI will be compensated on all new or increased labor cost associated with SMI's assigned employees that SMI is legally required to pay (such as local, Miami-Dade County Code §2-8.9 Living Wage for County Service Contracts, state or federal mandated minimum wage increases, wages, benefits, payroll, taxes, social program contributions, federal mandated programs and indirect increases attributed thereto, or charges linked to benefit levels). Any anticipated adjustment in compensation is subject to at least 30 days written notice to the customer by SMI and approval by the customer of a mutually agreed upon rate.
- They need a provision that they need to comply with Shanon Melendi. Proposed below:
 - All employees must comply with the Shannon Melendi Act.
- This needs to be amended as follows, and I recommend that we do not allow third parties to use our vehicles so we don't need to pay more for insurance coverage or incur risk.
 - To the extent Customer will require SMI to use its automobiles or vehicles, Customer also agrees to name Security Management Innovations, its officers, agents, servants, and employees as additional insured and "permissive users" to Customer's automobile insurance policy and to provide Security Management Innovations an original Certificate of Insurance.
- Pursuant to our Management Agreement, we're also required to include the below in All of our Service Contracts.

[Contractor] shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including any damages to persons, vehicles, equipment, or improvements resulting from particles or sediments caused by the operation of the Metrorail system, including attorneys' fees and costs of defense, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Service Contract by the [Contractor] or its employees, agents, servants, partners principals or subcontractors. [Contractor] shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. [Contractor] expressly understands and agrees that any insurance protection required by this Service Contract or otherwise provided by [Contractor] shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.

- Public Records:

PUBLIC RECORDS. SMI understands that the public shall have access, at all reasonable times, to all documents and information pertaining to SMI's services to The Underline, subject to the provisions, limitations, and exemptions of Chapter 119, Florida Statutes, and agrees to allow access as applicable by customer and the public to all documents subject to disclosure under applicable law. SMI's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement, and any extensions hereof.

- We are also required to include Miami-Dade County as a Third-Party Beneficiary.
 - THIRD-PARTY BENEFICIARY. Miami-Dade County shall be a Third-Party Beneficiary to this Agreement.

- We also need them to warrant that they have insurance coverage:

SMI warrants that at all times in the performance of this Agreement, it will maintain in full force and effect insurance coverage as follows:

Commercial General Liability

1. Limits of Liability

1. Bodily Injury and Property Damage Liability
2. Each Occurrence \$1,000,000
3. General Aggregate Limit \$ 2,000,000
4. Products/Completed Operations \$ 1,000,000
5. Personal and Advertising Injury \$1,000,000

2. Endorsements Required

- Miami-Dade County listed as an additional insured
- The Underline Management Organization, Inc. listed as additional Insured Primary Insurance Clause Endorsement
- Premises and Operations Liability Contingent and Contractual Exposures Underground hazards included

Business Automobile Liability

1. Limits of Liability

- Bodily Injury and Property Damage Liability Combined Single Limit
- Scheduled Autos
- Including Hired, Borrowed or Non-Owned Autos
- Any One Accident \$ 1,000,000

2. Endorsements Required

- Miami Dade County included as an Additional Insured
- The Underline Management Organization, Inc. listed as an Additional Insured

3. Worker's Compensation

- Limits of Liability Statutory-State of Florida Waiver of Subrogation

4. Employer's Liability

- Limits of Liability: \$100,000 for bodily injury caused by an accident, \$100,000 for bodily injury caused by disease, each employee \$500,000 for bodily injury caused by disease, policy limit

5. Umbrella Liability

- Each Occurrence \$1,000,000
- Policy Aggregate \$1,000,000
- Miami-Dade County and The Underline Management Organization, Inc. is listed as an additional insured.
- Coverage is excess over all applicable lines of coverage contained herein.

6. Crime Coverage (if applicable)

1. Limits of Liability \$100,000
2. County and TUMO listed as loss payees



Companies authorized to do business in the State of Florida with the following qualifications, shall issue all insurance Policies required above. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company 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 Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its Equivalent subject to the approval of the County's Department of Risk Management.

Companies not meeting the above rating requirements shall submit proof of Reinsurance from qualifying insurers having or exceeding the required rating criteria.

Certificates of insurance will indicate no modification or change in insurance without (30) days in advance notice to the certificate holder.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of SMI.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Underline Management Organization, Inc. and Miami-Dade County are required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.** NOTE: TUMO RFP NUMBER AND/OR TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve SMI of his liability and obligation under this section or under any other section of this Agreement. KENT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Contractual period; including any and all option terms that may be granted to SMI.

If insurance certificates are scheduled to expire during the Contractual period, SMI(s) shall be responsible for submitting new or renewed insurance certificates to TUMO at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the Contractual period, TUMO shall:

A) Suspend the Agreement until such time as the new or renewed certificates are received by TUMO in the manner prescribed in the RFP.

B) TUMO may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from SMI in conjunction with the violation of the terms and conditions of the Contract.

2. This agreement shall become effective on January 1st, _____, in the year of 2026 _____, and shall remain in force until cancelled as herein provided. This agreement, and all terms may not be amended or modified in whole or in part, except by a writing specifically referring to the portion or portions of this agreement to be amended or modified and executed by the parties hereto.

3. The rate of security services is as outlined on the Security Services Rate Sheet, which is attached hereto and upon its execution shall become an integral part hereof.

a. Overtime rates apply for the below listed holidays:

New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day Christmas Day.

b. Overtime occurring on any of the above listed holidays will be billed at the overtime rate.

c. Overtime will only be billed with the approval of the Customer; however, in the event that abnormally bad weather conditions and/or natural disasters create road conditions that prevent our personnel from getting to or from their posts, the overtime incurred by Security Management Innovations for officers stranded on the job (in working status) and the overtime for replacement officers posts when the normally assigned offices is stranded at home or in his/her community shall be billable to the Customer.

This paragraph will in no way give relief to Security Management Innovations for shortages of manpower due to illness, vacation or any other normal operational function.

d. The rates specified in this Agreement shall remain in effect through _____, Security Management Innovations will issue to the Customer thirty (30) days prior to the anniversary date a statement of rate increases, the acceptance of which shall constitute a revision or rates to this Agreement effective upon the anniversary date, the parties agree that the rates currently in effect at the anniversary date shall automatically increase four percent (3%) and continue unless and until rate increases are negotiated and mutually agreed upon by the parties. Notwithstanding the foregoing, Customer agrees to reimburse Security Management Innovations for any increase in costs caused by government-mandated increases in wages, benefits or payroll-based taxes. Any increase in cost will be accounted for in, and become part of each periodic bill.

e. Security Management Innovations will bill the Customer weekly. Payment shall be made by the Customer to Security Management Innovations without discount, not later than ten (10) days after the date of billing. Past due accounts shall bear a service charge or the lesser of two percent (2%) per month or the legal maximum rate allowed.

f. Prices quoted are based upon The Underline Conservancy agreeing to and signing Agreement without

modification. Modification to this Agreement may require changes in quoted prices.

THE PARTIES AGREE TO CONFORM TO ALL OF THE ADDITIONAL PROVISIONS OF THE SECURITY SERVICES AGREEMENT ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS ARE HEREBY MADE A PART OF THIS SECURITY SERVICES AGREEMENT.

SECURITY MANAGEMENT INNOVATIONS CUSTOMER

By alex Bocaranda By _____

Title President / CEO Title _____

AB

ADDITIONAL PROVISIONS OF SECURITY SERVICES AGREEMENT

4. The Customer will define the hours of service. Upon notification of acceptance by Security Management Innovations of the schedule of service, these hours will then be deemed "normal". Normal hours can be changed upon one (1) days written notice. Security Management Innovations will remove any security officer not acceptable to the Customer upon written request showing reasonable cause therefore.
5. All security officers furnished by Security Management Innovations will be the employees of Security Management Innovations, an independent contractor, and not employees of the Customer, and will be subject to direct supervision and control by Security Management Innovations. Security Management Innovations will have the sole responsibility to pay the wages, taxes (including but not limited to Social Security and Federal and State Unemployment Taxes) and all other expenses relating to each employee of Security Management Innovations. Security Management Innovations shall be responsible for the hiring, training, and supervision of such employees. All orders relating to security officer duties given by the Customer will be strictly enforced; however, notwithstanding the foregoing, if the Customer alters any instructions or directions given to the security officer by Security Management Innovations, or if the Customer assumes any supervision of said security officer, the Customer shall be solely liable and responsible for any and all such consequences.
6. Contrary to any other provisions provided for herein, the following will apply when coverage is provided during labor disputes and/or strikes of the Customer
- a) The Customer shall indemnify and hold harmless Security Management Innovations, its affiliates, agents and employees from and against any loss, damage, injury, liability, claim or lien (including the payment of all damages, expenses, costs and attorney's fees) for damage to property or injury to persons caused by employees of the Customer or other third parties.
- b) During the first ten (10) days of coverage that follows an initial ordering or increase in coverage (10% or greater of the average weekly hours), the Customer agrees to pay overtime for all shifts in excess of forty (40) hours in a week whether or not such overtime is paid to officers assigned to Customer location resulting from hours worked for the Customer. Security Management Innovations will endeavor to minimize such overtime charges.
7. a) Security Management Innovations shall indemnify and hold harmless the Customer, its agents and employees (hereinafter referred to collectively in the singular as "Indemnitites") from and against any loss, damage, injury, liability, claim or lien for injury to person or property, or death of a person, resulting from the sole negligence or willful misconduct of Security Management Innovations in the performance of Security Management Innovations work herein. Security Management Innovations shall not indemnify and hold harmless Indemnitites from and against any loss, damage, injury liability, claim or lien for injury to person or property, or death of any person resulting from the negligence or willful misconduct of Indemnitites or defect on the premises, or for any strict liability or liability without fault which is imposed on or sought to be imposed on Indemnitites. The Customer shall notify Security Management Innovations promptly of any known written claims or demands against it in connection herewith.
- b) The Customer shall indemnify and hold harmless Security Management Innovations, its agents and employees (hereinafter referred to collectively in the singular as "Indemnitites") from and against any loss, damage, injury, liability, claim, demand or lien (including the payment of all damages, expenses, costs and attorney's fees) for the injury to person or property or death of a person, including injury to or death of Customer's agents or employees, resulting from the negligence, or willful misconduct of the Customer, or its agents or employees, or a dangerous or defective condition on the premises, or for any strict liability or liability without fault which is sought to be imposed on the Customer, its agents or employees. The Customer shall not indemnify and hold harmless Indemnitites from and against any loss, damage, injury, liability, claim or lien for injury to person or property or death of any person resulting from the sole negligence or willful misconduct or Indemnitites. Security Management Innovations shall notify the Customer promptly of any known written claims or demands against it in connection herewith.
- c) The Customer agrees to indemnify and hold harmless Security Management Innovations and its employees, from any and all loss, damage, injury, liability, claim or cause of action for injury to person or property arising out of the detention of any person by Security Management Innovations employees upon direction of the Customer, except for such loss, death or injuries occasioned by the willful misconduct or sole negligence of said employee in detaining a suspect. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of false arrest or battery and payment of all costs, judgments or settlements in connection therewith.
- d) In the event Security Management Innovations is brought into a lawsuit directly or indirectly by the Customer through a cross-complaint seeking indemnity based on a determination of the respective, proportion or percentage of fault and apportionment of damages according to said percentage of fault, the Customer agrees to indemnify and hold harmless Security Management Innovations from and against any loss, damage, expenses, costs and attorney's fees incurred in defending said cross-complaint in the event the Customer fails to obtain apportionment respecting Security Management Innovations.
- e) The Customer agrees to indemnify and hold harmless Security Management Innovations and its employees, from any claims of discrimination based on race, color, national origin, sex, age, religion, or disability arising from acts performed by Security Management Innovations employees pursuant to the directions of Customer, except for such claims of discrimination occasioned by the willful misconduct or sole negligence of said Security Management Innovations employee. The right of indemnity herein shall include the provision of a defense in any action pertaining to a claim of discrimination and payment of all costs, judgments or settlements in connection therewith.
8. If customer requires Security Management Innovations personnel to drive any vehicle or mobile equipment during the course of their duties, other than the security officer's own personal vehicle or a vehicle furnished by Security Management Innovations, Customer agrees to carry Comprehensive Fire and Theft, Collision and Liability Insurance on Customer's vehicles (Not less than One Million Dollars) and agrees that it will waive all rights of recovery from Security Management Innovations, its officers, agents, servants, and employees from any and all losses, liability, claims, demands, thefts and expenses which Customer may suffer on incur for any claims, demands action, suits or causes of action which may be made or had against it, arising out of the operation or use of vehicles which it had authorized or permitted Security Management Innovations or its employees to operate in connection with the services supplied by Security Management Innovations.
- Customer also agrees to name Security Management Innovations, its officers, agents, servants, and employees as additional insured and "permissive users" to Customer's automobile insurance policy and to provide Security Management Innovations an original Certificate of Insurance.
- The Customer recognizes that the agents or employees of Security Management Innovations, or the automobiles or mobile equipment furnished by the Customer for the use of Security Management Innovations, may be injured or damaged accidentally. The Customer therefore agrees to indemnify and save Security Management Innovations, its agents and employees, harmless from any and all loss, damage, injury, liability, claim or cause of action for injury to person or property, including the automobiles or mobile equipment resulting from Security Management Innovations or its agents or employees' use of such automobiles or mobile equipment, except for such loss or injuries occasioned by the willful misconduct of said employee or agent. The right of indemnity shall include the provision of a defense in any action pertaining to a claim, hereunder.
9. Either party may cancel this Agreement at any time upon thirty (30) days' written notice by Certified Mail.
10. a) In the event of default as defined in Article 13 below, Security Management Innovations may terminate this Agreement upon twenty-four (24) hours notice to Customer, unless the default is cured within the notice period.
- b) Security Management Innovations, upon the termination of this Agreement, shall have the right within a reasonable time after such termination, to remove from the sites any and all of its equipment and other property.
11. It is agreed that Security Management Innovations is not an employment agency and the security officers it furnishes are made possible only by a substantial investment in advertising, recruiting, testing and training of personnel. In consideration of the time and expense invested in these security officers, it is agreed that the Customer will not hire any security officer from Security Management Innovations while the security officer is still employed by Security Management Innovations, or for ninety (90) days after termination of the security officer from Security Management Innovations. Customer agrees to pay a placement fee of \$2500 for every Security Management Innovations employee that Customer hires. Customer further agrees that Security Management Innovations officers shall not be permitted to work on the Customer's site for another security company or in a proprietary program for six months after Security Management Innovations contract ends. Security Management Innovations shall be compensated at \$2,500 per employee in violation of this clause.
12. Reference to written notice in this Agreement shall be construed to mean written notice delivered to either party by first class certified mail. Return receipt requested to the party at the address above or such other address as the party may designate by itself by written notice to the other.
13. A) The occurrence of any of the following shall be deemed a default under this Agreement and Security Management Innovations shall have the right to terminate this Agreement by reason of
- (i) Failure of Customer to comply with any terms of this Agreement;
- (ii) Failure of Customer to make any payment by the date when payment is due in accordance with terms of this Agreement
- b) In the event that the Customer shall default and Security Management Innovations shall deem it necessary to refer its claim for collection from the Customer to its attorneys, the Customer agrees to pay any and all court and other costs incident to collection and any and all reasonable attorneys' fees incurred by Security Management Innovations in connection therewith. Customer acknowledges that all payments due under this Agreement are payable in Miami, Florida, and therefore, the venue for any action filed by Security Management Innovations for collection of said payments shall be in Dade County, Florida.
14. The Agreement may not be modified orally, but only in writing signed by the parties hereto.
15. Security Management Innovations incorporates by reference and makes a part of this Contract the EEO clause set forth in CFR 60-1.4 (a) (1) - (7), 60250.4 and 60-741.4, and the "Americans With Disabilities Act of 1990" as amended.
16. Any failure by Security Management Innovations at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of, and shall not affect the right of Security Management Innovations at any time to avail itself of same. 17. This Agreement is entire as to all of the performances to be rendered under it. If there is a discrepancy between any document and the Agreement, then the Agreement and any attachment or addendum thereto shall govern. If there is a discrepancy between the Agreement and any other document comprising part of or attached to the Agreement, then the Agreement shall govern.
18. This Agreement shall be binding upon successors, assigns or transferees of Customer.

Security Services Rate Sheet

This document shall be an integral part of the Security Services Agreement signed on 31st day of December, 20 25, between Security Management Innovations and The Underline Conservancy.

The rate(s) will become effective on December 31st, 2025 and expire on April 01st, 2026. The rates will be based on:

A "factor" of N/a (%) percent marks up on all officer wages. Various wages can be established at anytime with The Underline Conservancy prior approval.

Established officer wage(s) and billing rate(s).

Wage \$21.91 Billing Rate \$32.00 Overtime Billing Rate \$48.00

"The prices quoted herein are based upon The Underline Conservancy agreeing to and signing Security Management Innovations standard Security Services Agreement without modification. Modification to Security Management Innovations standard contract may require changes in quoted prices."

Security Management Innovations Customer the Underline Conservancy By

 by _____

Title President / CEO Title _____ Security

Attachment D



Security Management Innovations
6802 NW 77th Ct
Miami, FL 33166

INVOICE NO.	45848
DATE	03/02/26

CUSTOMER

The Underline Conservancy, a 501(C)3
1800 SW 1st Ave Ste 504
Miami, FL 33129-1181

SERVICE LOCATION

The Underline Conservancy, a 501(C)3
1800 SW 1st Ave Ste 504
Miami, FL 33129-1181

TERMS: Net 10 Days	CUSTOMER NO. 6100	JOB NO. 6100	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
Security Guard Services From 02.02.26 to 03.01.26				
The Underline - Segment 5				
Security Officer Regular	448.00	Hours	32.00	14,336.00
***** The Underline - Segment 5 Sub				
Total *****	448.00			14,336.00
The Underline Phase 1 & 2				
Security Officer Regular	1120.00	Hours	32.00	35,840.00
***** The Underline Phase 1 & 2 Sub				
Total *****	1120.00			35,840.00
***** Grand Total *****	1568.00	Hours		
Please remit payment to: Security Management Innovations 6802 NW 77th Ct Miami, FL 33166				
			Sub-Total	50,176.00
			Sales Tax	
			TOTAL(\$)	\$50,176.00