

The Underline

**PROJECT NAME: SECURITY SERVICES FOR THE UNDERLINE
MANAGEMENT ORGANIZATION, INC. (TUMO)
d/b/a THE UNDERLINE CONSERVANCY**

RFP NO. 26-01

SITE VISIT/PRE-PROPOSAL CONFERENCE

March 9, 2026 at 10:00am

SUBMISSION OF CLARIFICATIONS, ON OR BEFORE

March 13, 2026 at 5:00pm

PROPOSAL SUBMISSION, ON OR BEFORE

March 27, 2026 at 5:00pm

**The Underline Management Organization, Inc. (“TUMO”)
d/b/a The Underline Conservancy**

1800 SW 1st Ave., Suite 504
Miami, FL 33129
hello@theunderline.org
(305) 603 - 9895

SUBMITTING A COMPLETE AND TIMELY PROPOSAL IN RESPONSE TO THIS RFP IS THE SOLE RESPONSIBILITY OF EACH PROPOSER. TUMO IS NOT ACCOUNTABLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. TUMO IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE, SEXUAL ORIENTATION OR DISABILITY

Additional copies of this Solicitation may be obtained at www.theunderline.org

The Underline’s Mission: To deliver and activate a 120-acre, first-class linear park spanning 10-miles below Miami’s Metrorail that will transform regional mobility and celebrate diversity, culture and lifelong learning. Through innovative urban trails and creative programming, we are connecting people to their environment and each other to create a safe, healthy, equitable, and sustainable community.

Request For Proposals (“RFP”)

The Underline Management Organization, Inc. (“TUMO”), d/b/a The Underline Conservancy is soliciting proposals from qualified firms for the provision of armed and/or unarmed security guard services to ensure a high standard of safety, security, and threat mitigation across all designated facilities. The Request for Proposal (RFP) contains specific information about the scope of services, submission requirements and selection procedures.

Please submit one (1) original Bid, five (5) complete bound copies of the original Bid, and one (1) digital copy on a Flash USB Drive, to be delivered to the administrative office of The Underline Management Organization, 1800 SW 1st Ave Miami FL, Suite 504, 33129 no later than 5:00 p.m. on or before March 27, 2026.

Submissions received past such deadline and/or submitted to any other location or office shall be deemed not responsive and rejected. TUMO’s President & COO and/or TUMO’s Board of Directors (“Board”) reserves the right to accept any timely submission deemed to be in the best interest of TUMO, to waive any minor (e.g. not material) technicalities, omissions, or irregularities in any submission and/or reject any or all submissions, and re-advertise, at TUMO’s option, for new submissions.

Proposals are to be submitted in a sealed envelope/package bearing the name of the individual and/or Company, the address, the number and title of this RFP no later than the date and time specified in the RFP timetable section. Proposals received after said date and time will not be considered and no time extensions will be permitted.

TUMO’s tentative schedule for this Solicitation is as follows:

Event	Date
Advertisement Date	February 17, 2026
Site Visit	March 9, 2026 at 10:00 am EST
Last Date of Receipt of Written Question	March 13, 2026 at 5:00 pm EST
Response Posted to All Questions	March 18, 2026 at 5:00 pm EST
Closing of Solicitation	March 27, 2026 at 5:00 pm EST

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DEFINITIONS

“Appropriations” refers to authorized expenditures or funding that have been set aside for a specific purpose, e.g., to conduct business and for operations.

“ADA” – Americans with Disabilities Act of 1990, as may be amended from time to time.

“Addendum” refers to a formal amendment or supplement to a solicitation.

“Addenda” means plural for Addendum.

“Amendment” means a modification, deletion, or addition to an executed Agreement/Contract.

“Award” means granting of a bid for which funds have lawfully been appropriated.

“BOD” means Board of Directors, and it refers to the committee with governing authority over TUMO.

“Capital Expenditure” means money spent on acquiring or maintaining fixed assets.

“Central Dispatch Center” refers to a base station/office where personnel employed by the bidder have the capacity to communicate with field personnel, monitor telephone calls, radios, faxes and employees.

“President & COO” or “TUMO President & COO” means President and Chief Operations Officer, and it refers and it refers to the person directing and supervising TUMO procurement operations

“City” shall refer to the City of Miami, a municipal corporation.

“Collusion” refers to two or more parties acting together secretly to achieve a fraudulent or unlawful act. May manifest itself in the form of bid collusion when Proposers secretly agree to unlawful practices regarding competitive bidding. May inhibit free and open competition in violation of antitrust laws.

“Complaint” - any written charge/allegation presented to TUMO alleging a practice prohibited by the Ordinance.

“Competitive Range” refers to qualified offers which, after being examined by the evaluation panel, are determined to be the most highly rated based on the evaluation criteria/factors and will be included for negotiations/discussions. Proposals outside Competitive Range are not given further consideration.

“Contractor” means the person, firm, corporation or other legally formed business entity, with whom TUMO has contracted for the performance of the work and who will be responsible for the acceptable performance and the payment of all legal debts pertaining to any work under this Agreement through the Award of this RFP.

“Contract/Agreement” means (a) a mutually binding promise enforceable by law; (b) a written agreement to perform or not perform a specific act or acts; (c) all types of agreements for the procurement or disposal of goods, services, public works or improvements.

“County” shall refer to Miami-Dade County.

“Evaluation Committee” refers to a group of individuals selected/appointed due to their expertise, to evaluate technical proposals based upon the established solicitation criteria and prepare a selection recommendation to TUMO President & COO and/or TUMO Board.

“Firm/Fixed Price” is pricing that is not subject to any adjustment based on the Contractor's cost experience in performing the Contract. The Contractor has full risk and responsibility for all costs and the resulting profit or loss.

“Informalities/Minor Irregularities” refers to minor differences or inconsistencies from the exact requirement but that do not represent a substantial change nor affect price or other mandatory requirements

“Local Business” means the vendor has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid or proposal submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business ("Local Business Location"). The vendor must own or lease the Local Business Location and the address or another Local Business Location where the owner maintains the appropriate business permits, must have served as the place of employment for at least three full time employees of the vendor for the continuous period of one year prior to the bid or proposal submission.

“Most Advantageous” refers to a judgmental assessment of what represents the best interests of TUMO and will result in maximum benefit.

“Notice to Proceed” means a letter under which a successful Proposer is authorized to begin contractual performance, subject to the (pre)conditions of the Agreement. The performance start date is set forth in the Notice to Proceed document.

“Post” – The physical location where a contracted security staff person is assigned to work his/her shift.

“Post Log Report” – The digital report logbook is a chronological digital report of the daily activities of a security officer assigned to a particular post. This log contains information on all the activities or events that the security officer is engaged in or that come to his/her attention.

“Post Orders” – General and specific duty assignments required for each post.

“Purchase Order” means a written document formalizing the terms and conditions of a purchase transaction, including, but not limited to, item description, cost, delivery schedule, terms of payment, transportation.

“Proposal” or “Bid” means an executed formal document submitted by a Proposer or Bidder stating the goods and/or services offered to satisfy the need as requested in the Request for Proposals or Request for Bids, request for Letters of Interest or Request for Qualifications.

“Proposer”, “Bidder”, “Offeror”, or “Respondent” refers to a person or entity who responds to an RFP.

“Records” - Any books, documents or evidence pertaining to, or used in a contract issued as a result of this solicitation.

“Request for Proposals (RFP)” means all documents utilized for soliciting competitive sealed Proposals. Evaluation of a Proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors.

“Responsible Proposer, Offeror, Respondent or Bidder” means a business which has submitted a response, which has the capability, in all respects, to fully perform the requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

“Security Officer” -Personnel designated by the vendor and approved by TUMO to perform specific duties as defined in a contract resulting from this solicitation.

Security Officer Infraction Report/Post Infraction Report - A written report prepared by TUMO Contract Administrator or designee to identify specific failures and to assess Infraction fees to the vendor for failure to meet contract requirements.

“SBE Definitions” – SMALL BUSINESS ENTERPRISES (SBE) PROGRAM

A Small Business Enterprise (SBE)-Micro Tier 1, 2 or 3 is a business entity certified by the Small Business Development (SBD) Division, providing goods or services, which has an actual place of business in Miami-Dade County and whose three-year average gross revenues does not exceed \$750K (\$750,000)-(SBE-Micro Tier 1); a business entity certified by the SBD Division, providing goods or services, which has an actual place of business in Miami-Dade County and whose three-year average gross revenues does not exceed \$2 million (\$2,000,000)-(SBE-Micro Tier 2), a business entity certified by the SBD Division, providing goods or services, which has an actual place of business in Miami-Dade County and whose three-year average gross revenues does not exceed \$5 million (\$5,000,000)-(SBE-Micro Tier 3), or a manufacturer with fifty (50) employees or less (goods only), or a wholesaler with fifteen (15) employees or less (goods only) , without regard to gross revenues; or a manufacturer with one hundred (100) employees or less (goods only) or wholesaler with fifty (50) employees or less (goods only), without regard to gross revenues.

A SBE measure applies to this RFP as follows and as otherwise stipulated in Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County.

“Scope of Work (SOW)” or “Services” means a detailed description of the work set forth by which the contractual party will be required to perform on behalf of TUMO.

“Site Visit” refers to a conference held with prospective Proposers after the solicitation has been issued, and prior to its closing date, to promote uniform interpretation of the SOW or Specifications. It serves to

answer questions, clarify any ambiguities, and respond to general concerns to establish a common basis for understanding all requirements of the RFP. May result in the public issuance of an RFP Addendum.

“Shanon Melendi Act” Upon adoption of Miami-Dade ordinance 08-07], employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing or allowing to volunteer a person whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers. Compliance with the Shanon Melendi Act is required of all employees working on The Underline.

“Specifications” means a concise, clear and accurate description of the technical requirements of the goods/services to be purchased.

1.0 GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions as described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A “Formal Solicitation” is defined as issuance of Request for Proposal (RFP) pursuant to the Miami-Dade County Procurement Code and/or Florida Law/as amended. Formal Solicitation and “Solicitation” shall be defined in the same manner herein. “Contractor” shall mean Bidder/Proposer who enters into an Agreement with TUMO.

1.1 ACCEPTANCE OF GOODS OR EQUIPMENT

Any good(s) or equipment delivered under this Formal Solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to The Underline Management Organization (TUMO). It must comply with the terms herein and be fully in accordance with the Specifications and of the highest quality. In the event the goods/equipment supplied to TUMO are found to be defective or does not conform to the Specifications, TUMO reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2 ACCEPTANCE OF OFFER

The signed or electronic submission of your Solicitation response shall be considered an offer on the part of the Bidder/Proposer; such offer may be deemed to be accepted upon issuance by TUMO of a Purchase Order or execution of an Agreement.

1.2.1 DOCUMENT CHANGES/ALTERATIONS

Proposer/Bidder may change or withdraw a Proposal at any time prior to the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

1.3 ACCEPTANCE/ REJECTION

TUMO reserves the right to accept or reject any or all responses or parts of responses after opening/closing date and request re- issuance of the goods/services described in the Formal Solicitation. TUMO also reserves the right to reject the response of any Bidder/Proposer who has previously failed to properly perform under the terms and conditions of a Contract, to deliver on time Contracts of a similar nature, or who is not in a position to perform the requirements defined in this Formal Solicitation. TUMO further reserves the right to waive any irregularities or minor informalities or technicalities in any or all of the responses and may, at its discretion re-issue this Formal Solicitation.

1.4 ADDENDA

It is the Bidder's/Proposer's responsibility to ensure receipt of all Addenda.

1.5 ALTERNATE PROPOSAL OR BID RESPONSES WILL NOT BE CONSIDERED.

1.6 ASSIGNMENT

Contractor agrees not to sub Contract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without The Underline Management Organization President & COO's prior written consent.

1.7 ATTORNEY'S FEES

In connection with any litigation, mediation, or arbitration arising out of this Solicitation, each party shall bear their own attorney's fees through and including appellate litigation and any post-judgement proceedings.

1.8 AUDIT RIGHTS AND RECORDS RETENTION

The successful Bidder/Proposer agrees to provide access at all reasonable times to TUMO or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Formal Solicitation, for the purposes of audit, examination, excerpts, and transcriptions. The successful Bidder/Proposer shall maintain and retain any and all of books, documents, papers, and records pertinent to the Contract for three (3) years after TUMO makes the final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of a resulting Agreement by TUMO.

1.9 AVAILABILITY OF CONTRACT STATE-WIDE

Any governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this resulting Agreement and purchase any and all goods/services, specified herein from the successful Bidder(s)/ Proposer(s) at the Contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

1.10 AWARD OF CONTRACT

- A.** The Formal Solicitation, Bidder's/Proposer's response, any Addenda issued, and the Purchase Order shall constitute the entire Agreement, unless modified in accordance with any ensuing Agreement, Amendment, or Addenda.
- B.** The Award of a resulting Agreement may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its Contractual obligation if such documents are not submitted in a timely manner and in the form required by TUMO. Where Bidder/Proposer is in default of these Contractual requirements, TUMO through action taken by the Procurement Department will void its acceptance of the Bidder/Proposer's response and may accept the response from the next lowest responsive, responsible Bidder or Proposal Most Advantageous to TUMO or re-solicit TUMO's requirements. TUMO at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/Proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder/Proposer's default.
- C.** The term of the Contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a Purchase Order, notice of Award and/or the actual Agreement.
- D.** TUMO reserves the right to automatically extend the terms of this Agreement for up to one hundred twenty (120) calendar days beyond the stated Contract term in order to provide TUMO departments with continual service and supplies while a new Contract is being solicited, evaluated, and/or awarded. If the right is exercised, TUMO shall notify the Bidder/Proposer in writing of its intent to extend the Contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) days extension may occur, if TUMO and the successful Bidder/Proposer are in mutual agreement of such extensions.
- E.** Where the Agreement involves a single shipment of goods to TUMO, the Contract term shall conclude upon completion of the expressed or implied warranty periods.
- F.** TUMO reserves the right to Award the Contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of TUMO unless otherwise specified.
- G.** TUMO Board of Directors and/or President & COO may Award an Agreement to a Bidder/Proposer that meets or exceeds the minimum qualification requirements reflected herein.

As a result of an RFP, TUMO reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in TUMO's best interests. Such Agreement will be furnished by TUMO, will contain certain terms as are in TUMO's best interests, and may be subject to approval by the County Attorney.

1.11 BID BOND/BID SECURITY

A cashier's check or certified check, or a Bid Bond equivalent to 5% of the grand total stated in the Proposal signed by a recognized surety company that is licensed to do business in the State of Florida, payable to TUMO is required from all Bidders/Proposers, if so indicated under the Special Conditions. This check or bond guarantees that a Bidder/Proposer will accept the order or Agreement, as bid/proposed, if it is awarded to Bidder/Proposer. Bidder/Proposer shall forfeit bid deposit to TUMO should TUMO Award the Agreement to Bidder/Proposer and Bidder/Proposer fails to accept the Award. TUMO reserves the right to reject any and all surety tendered to TUMO. Bid deposits are returned to unsuccessful Bidder/Proposer within ten (10) days after the Award and successful Bidder's/Proposer's acceptance of Award. If sixty (60) days have passed after the date of the Formal Solicitation closing date, and no Contract has been awarded, all bid deposits will be returned on demand.

1.12 RESPONSE FORM (HARDCOPY FORMAT)

All forms should be completed, signed, and submitted accordingly.

1.13 AUTHORITY OF TUMO President & COO

The Underline Management Organization, Inc. "President & COO", or her designee, is further authorized to negotiate and execute all documents including any Contracts, Amendments, renewals, Addendums, extensions, and modifications, including increases in capacity and increases to the Contract funding subject to allocations, Appropriations, and budgetary approval having been previously made, without the necessity of subsequent TUMO Board approval. Any such document shall be in writing and in compliance with applicable regulations and subject to legal review prior to execution by the parties.

1.14 BRAND NAMES

If and wherever in the Specifications brand names, makes, models, names of any manufacturers, trade names, or Bidder/Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When TUMO does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidder/Proposer shall submit, with their response, complete sets of necessary data (factory information sheets, Specifications, brochures, etc.) in order for TUMO to evaluate and determine the equality of the item(s) bid/proposed. TUMO President & COO shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by TUMO. Such samples are to be furnished after Formal Solicitation opening/closing only upon request of TUMO. If samples should be requested, such samples must be received by TUMO no later than seven (7) calendar days after a formal request is made.

1.15 CANCELLATION

TUMO President & COO reserves the right to cancel all Formal Solicitations at her discretion before its opening/closing. In the event of Bid/Proposal cancellation, TUMO President & COO shall notify all prospective Bidder/Proposers and make available a written explanation.

1.16 CAPITAL EXPENDITURES

Contractor understands that any Capital Expenditure that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by TUMO, is a business risk which the Contractor must

assume. TUMO will not be obligated to reimburse amortized or unamortized Capital Expenditures, or to maintain the approved status of any Contractor. If Contractor has been unable to recoup its Capital Expenditures during the time it is rendering such goods/services, it shall not hold TUMO liable for such expenditures.

1.17 TUMO NOT LIABLE FOR DELAYS

It is further expressly agreed that in no event shall TUMO be liable for, or responsible to, the Bidder/Proposer/ Contractor/, any Sub-Contractor/Sub-Consultant, or to any other person for, or on account of, any stoppages or delays in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which TUMO has no control.

1.18 COLLUSION

Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, Agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with The Underline Management Organization's Procurement Department or initiating department. The Bidder/Proposer certifies that its response is fair, made in good faith, without control, Collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics and all applicable State and local laws. TUMO will investigate all potential situations where Collusion may have occurred and TUMO reserves the right to reject any and all bids/responses where Collusion may have occurred.

1.19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Contractor understands that Contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. TUMO and Contractor agree to comply with and observe all applicable laws, codes, and ordinances as that may in any way affect the goods or equipment offered including but not limited to:

- A.** Executive Order 11246, Equal Employment Opportunity, as amended which prohibits discrimination against any employee, applicant or client because of race, creed, color, national origin, sex, or age with regards to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B.** Occupational, Safety, and Health Act (OSHA), as applicable to this Formal Solicitation.
- C.** The State of Florida Statutes, Section 287.133(3)(a) on Public Entity Crimes.
- D.** Environmental Protection Agency (EPA), as applicable to this Formal Solicitation.
- E.** Uniform Commercial Code (Florida Statutes, Chapter 672).
- F.** Americans with Disabilities Act of 1990, as amended from time to time.
- G.** National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H.** National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I.** City of Miami Procurement Ordinance City Code Chapter 18, Article III
- J.** Conflict of Interest, City Code Chapter 2, Article IV.
- K.** The Florida Statutes and Local Government Prompt Payment Act, Chapter 218, Part VII.

Lack of knowledge by the Bidder/Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of Contract(s).

1.20 CONFIDENTIALITY

As a Public Entity, The Underline Management Organization is subject to the Florida Sunshine Act and Public Records Law. A confidentiality provision shall have no application when disclosure is required by Florida law or upon court order.

1.21 CONFLICT OF INTEREST

Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of The Underline Management Organization is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to TUMO. Further, you must disclose the name of any TUMO employee who owns, directly or indirectly, an interest of ten percent (10%), as per Section 2-11.1. (b) (8) of the Miami-Dade County Code, or more of the total assets of capital stock in your firm.

- A.** Bidder/Proposer further agrees not to use or attempt to use any knowledge or property or resource which may be within his/her/its/ trust, or perform his/her/its duties, to secure a special privilege benefit, or exemption for himself/herself, or others. Bidder/Proposer may not disclose or use information not available to members of the general public and gained by reason of his/her/its position, except for information relating exclusively to governmental practices, for his/her/its personal gain or benefit or for the personal gain or benefit or for the personal gain or benefit of any other person or business entity.
- B.** Bidder/Proposer hereby acknowledges that he/she/it has not Contracted or transacted any business with TUMO or any person or agency acting for TUMO and has not appeared in representation of any third party before any board, commission or agency of TUMO within the past two (2) years. Bidder/Proposer further warrants that he/she/it is not related, specifically to the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any TUMO employee; or (iv) any member of any board agency of TUMO.
- C.** A violation of this section may subject the selected Bidder/Proposer to immediate termination of any professional services Agreement with TUMO, imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to actions by the Miami-Dade County Commission on Ethics.

1.22 COPYRIGHT OR PATENT RIGHTS

Bidder/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal Solicitation, and Bidder/Proposer agrees to hold TUMO and Miami-Dade County harmless from any and all liability, loss, or expense occasioned by any such violation.

1.23 COSTS INCURRED BY BIDDER/PROPOSER

All expenses involved with the preparation and Submission of responses to TUMO, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.24 DETERMINATION OF RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A “responsive” response is one which follows the requirements of the Formal Solicitation, includes all documentation, is submitted in the format outlined in the Formal Solicitation, and is submitted and received by TUMO within the time specified, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a response non-responsive.

1.25 DISCOUNTS OFFERED DURING TERM OF CONTRACT

Discount prices offered in the response shall be fixed after the Award by TUMO President & COO and/or TUMO Board of Directors, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the Contract. Such discounts shall remain in effect for a minimum of 120 days from approval by TUMO Board of Directors. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to TUMO.

1.26 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the Formal Solicitation or Addenda (if any) should be reported in writing to TUMO. Should it be found necessary, a written Addendum will be incorporated in the Formal Solicitation and will be part of the purchase Agreement (Contract documents). TUMO will not be responsible for any oral instructions, clarifications or other communications.

- A. Order of Precedence- Any inconsistency in this Formal Solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.
 1. Addenda (as applicable)
 2. Specifications
 3. Special Conditions
 4. General Terms and Conditions

1.27 EMERGENCY/DISASTER PERFORMANCE

In the event of a hurricane or other emergency or disaster situation, the Bidder/Proposer shall provide TUMO with the commodities/services defined within the scope of this Formal Solicitation at the price contained within the Bidder/Proposer's response. Further, Bidder/Proposer shall deliver/perform for TUMO on a priority basis during such times of emergency.

1.28 ENTIRE CONTRACT OR AGREEMENT

The Agreement with TUMO shall include this Formal Solicitation, any Addendums, and Contractor's response to this Solicitation. It shall represent the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersede all other negotiations, if any, made by and between the parties. To the extent that the RFP conflicts with, modifies, alters or changes any of the terms and conditions contained in the Contract, the Contract shall prevail. In the event of a conflict in the Contract documents, the priorities stated herein shall govern; revisions (Amendments) to the Contract which are executed shall govern over the Contract; the Contract shall govern over the RFP, any Addendum to the RFP and the RFP response. The RFP shall govern over the RFP response.

1.29 ESTIMATED QUANTITIES

Estimated quantities or estimated dollars may be provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the Contract period. TUMO is not obligated to place an order for any given amount subsequent to the Award of this Agreement. Said estimates may be used by TUMO for purposes of determining the low Bidder or Most Advantageous Proposer meeting Specifications. TUMO reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.30 EVALUATION OF RESPONSES

A. Rejection of Responses

The Underline Management Organization may reject a response for any of the following reasons:

1. Proposer fails to acknowledge receipt of Addenda;
2. Proposer misstates or conceals any material fact in the Response;
3. Response does not conform to the requirements of the Formal Solicitation;
4. Response requires a conditional award that conflicts with the method of Award;
5. Response does not include required samples, certificates, licenses as required and;
6. Response was not executed by the Proposer's authorized agent
7. Proposer is not registered in the Florida Division of Corporations; and
8. Responses vary from the provided Specifications

The foregoing is not an all-inclusive list of reasons for which a response may be rejected. TUMO may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of TUMO.

B. Elimination from Consideration

1. A Contract shall not be awarded to any person or firm which is in arrears to TUMO upon any debt or Contract, or which is a defaulter as surety or otherwise upon any obligation to TUMO.
2. A Contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous Contract with TUMO or deliver on time goods and/or services on Contracts of a similar nature.
3. A Contract may not be awarded to any person or firm which has been debarred by the County in accordance with the County's Debarment and Suspension Ordinance.

C. Determination of Responsibility

1. Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all Contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by TUMO.
2. TUMO may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with TUMO or any other governmental entity in making the award. TUMO may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.31 EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS

No exceptions shall be taken to the general conditions and/or special conditions or Specifications. Any exception taken may render the Bidder/Proposer to be deemed non-responsive by TUMO President & COO or her designee.

1.32 F.O.B. DESTINATIONma

Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Bidder/Proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the Bid/Proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/Proposal.

1.33 FIRM PRICES

The Bidder/Proposer warrants that prices, terms, and conditions quoted in its response will remain firm for the period of performance or resulting Purchase Orders or Contracts, which are to be performed or supplied over a period of time.

1.34 GOVERNING LAW AND VENUE

The validity and effect of this Agreement shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.35 HEADINGS AND TERMS

The headings to the various paragraphs of this Agreement have been inserted for convenience only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.36 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

Any person or entity that performs or assists TUMO with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended and The Underline Management Organization Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

- A.** Use of information only for performing services required by the Contract or as required by law;
- B.** Use of appropriate safeguards to prevent non-permitted disclosures;
- C.** Reporting to TUMO of any non-permitted use or disclosure;
- D.** Assurances that any agents and sub-Contractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E.** Making Protected Health Information (PHI) available to the customer;
- F.** Making PHI available to the customer for review and Amendment; and incorporating any Amendments requested by the customer;
- G.** Making PHI available to TUMO for an accounting of disclosures; and
- H.** Making internal practices, books and records related to PHI available to TUMO for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices, including specifically, a description of types of uses and disclosures that would be made with protected health information.

1.37 INDEMNIFICATION

Contractor shall defend, save, indemnify, and hold harmless TUMO, Miami-Dade County, and their respective officials, officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract and will save, indemnify, hold harmless and defend TUMO and the Miami-Dade County, their officials, officers, agents, directors and employees against, any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted work, even if it is alleged that TUMO and/or its officials and/or employees were negligent. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against TUMO and Miami-Dade County by reason of any such claim or demand, Contractor shall, upon written notice from TUMO, resist and defend such action or proceeding by counsel satisfactory to TUMO. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend TUMO or its officers, employees, agents and instrumentalities as herein provided. The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at TUMO's option, any and all claims of liability and all suits and actions of every name and description which may be brought against TUMO whether performed by Contractor, or persons employed or utilized by Contractor. This indemnity will survive the cancellation or expiration of the Contract. Contractor shall require all Sub-Contractor Agreements to include a provision that they will indemnify TUMO. The Contractor agrees

and recognizes that TUMO shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which TUMO participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, TUMO in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. Nothing contained in this Agreement in any way is intended to be a waiver of the limitation placed upon the County or TUMO's liability as set forth in Chapter 768, Florida Statutes, as may be amended from time to time. Additionally, TUMO does not waive sovereign immunity, and no claim or award against TUMO shall include attorney's fees, investigative costs or pre-judgment interest. This Section 1.42 shall survive the termination of the Agreement.

1.38 FORMATION AND DESCRIPTIVE LITERATURE

Bidder/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical Specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or file will not satisfy this provision.

1.39 INSPECTIONS

TUMO may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the County and TUMO deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the County all reasonable facilities and assistance to facilitate the performance of tests or inspections by County and or TUMO representatives.

1.40 INSPECTION OF RESPONSE

Responses received by TUMO pursuant to a Formal Solicitation will not be made available until such time as TUMO provides notice of a decision or intended decision. A cone of silence shall apply to this RFP, pursuant to Section 2-11.1(t), Miami-Dade County Code and Section 18-74(c), City Code.

1.41 INSURANCE

The successful Contractor shall furnish evidence of Insurance to TUMO prior to the Notice of Award. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The County and TUMO shall be listed as an "Additional Insured." Issuance of a Purchase Order and or Agreement is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County and TUMO. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt of Notice of Award, the Contractor shall be in default of the contractual terms and conditions and shall not be awarded the Contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the County and TUMO.

1.42 INVOICES

Invoices shall contain Purchase Order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc.); and be in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act) Part VII.

1.43 MANUFACTURER'S CERTIFICATION

TUMO reserves the right to request from Bidders/Proposers separate Manufacturer's Certification of all statements made in the Bid/Proposal. Failure to provide such certification may result in the rejection of Bid/Proposal or termination of Contract/Agreement, for which the Bidder/Proposer must bear full liability.

1.44 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS

No Purchase Orders or Contracts, shall be binding upon TUMO unless made in writing and accepted by TUMO President & COO, through the issuance of a change order, Addendum, Amendment, or supplement to the Contract, Purchase Order or Award sheet as appropriate.

1.45 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between TUMO and Contractor, or to create any other similar relationships between the parties.

1.46 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with Specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by TUMO. The data derived from any test for compliance with Specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to Specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Bidder/Proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the supplier's name being removed from TUMO's supplier list.

1.47 NON-DISCRIMINATION

Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this Formal Solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity. In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.48 NON-EXCLUSIVE CONTRACT/PIGGYBACK PROVISION

At such times as may serve its best interest, TUMO reserves the right to advertise for, receive, and award additional Contracts for same or similar goods and/or services, and to make use of other competitively bid (governmental) agreements, or other similar procurement sources for the purchase of these goods and/or services as may be available. It is hereby agreed and understood that this Formal Solicitation does not constitute the exclusive rights of the successful Bidder(s)/Proposer(s) to receive all orders that may be generated by TUMO in conjunction with this Formal Solicitation.

1.49 LOCAL BUSINESS TAX

Any person, firm, corporation or joint venture, with a business location in the City of Miami and who is submitting a Response under this Formal Solicitation shall meet the City's Local Business Tax requirements in accordance with Chapter 31, Article II of the City of Miami Code. Others with allocation outside the City of Miami shall meet their Local Business Tax requirements. A copy of the Local Business Tax Receipt (BTR) must be submitted with the response; however, TUMO may at its sole option and in its

best interest allow the Bidder/Proposer to supply the BTR to TUMO during the evaluation period, but prior to Award.

1.50 ONE PROPOSAL

Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation.

1.51 OWNERSHIP OF DOCUMENTS

It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by TUMO to the successful Bidder/Proposer pursuant to this Formal Solicitation shall at all times remain the property of TUMO and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of TUMO.

1.52 PARTIAL INVALIDITY

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.53 PERFORMANCE/PAYMENT BOND

A Contractor shall be required to furnish a Performance/Payment Bond in an amount equal to one hundred percent (100%) of the Contract price, prior to Contract execution.

1.54 PREPARATION OF RESPONSES (HARDCOPY FORMAT)

Bidders/Proposers are expected to examine the Specifications, required delivery, drawings, and all special and general conditions. All Proposal amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder's/Proposer's risk.

- A.** Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.
- B.** If so required, the unit price for each unit offered shall be shown, and such price shall include packaging handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid.
- C.** Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.
- D.** The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.
- E.** The Bidder/Proposer should retain a copy of all response documents for future reference.
- F.** All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.
- G.** Responses are to remain valid for at least 180 days. Upon Award of a Contract, the content of the successful Bidder's/Proposer's response may be included as part of the Contract, at TUMO's discretion.
- H.** TUMO Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. If submitting

Hardcopy format, the original and five (5) copies of these sets of forms, unless otherwise specified, and any required attachments must be returned to TUMO or your response may be deemed non-responsive.

1.55 PRICE ADJUSTMENTS

Any price decrease effectuated during the Contract period either by reason of market change or on the part of the Contractor to other customers shall be passed on to TUMO.

1.56 PRODUCT SUBSTITUTES

In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with TUMO's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.57 CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Contractor represents and warrants to TUMO that it has not employed or retained any person or company employed by TUMO to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the Award of this Agreement. Solicitation shall meet the City's Local Business Tax requirements in accordance with Chapter 31, Article II of the City of Miami Code. Others with allocation outside the City of Miami shall meet their Local Business Tax requirements. A copy of the Local Business Tax Receipt (BTR) must be submitted with the response.

1.58 PROPERTY

Property owned by The Underline Management Organization is the responsibility of The Underline Management Organization. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of TUMO. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to The Underline Management Organization facilities, shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value.

1.59 PROVISIONS BINDING

Except as otherwise expressly provided in the resulting Contract, all covenants, conditions, and provisions of the resulting Contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.60 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a Contract to provide any goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.61 PUBLIC RECORDS

Contractor will keep adequate records and supporting documentation, which concern or reflect its Scope of Services hereunder. Records subject to the provisions of the Public Records Law, Florida Statutes

Chapter 119, shall be kept in accordance with the applicable statutes. Otherwise, the records and documentation will be retained by the Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. TUMO, or any duly authorized agents or representatives of TUMO, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours upon reasonable advance written notice. Contractor shall not be responsible for indemnifying TUMO to the extent its employee is residing in TUMO facilities as an extension of TUMO Staff and under direct TUMO supervision. Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keep and maintain public records that ordinarily and necessarily would be required by TUMO to perform this service; (2) provide the public with access to public records on the same terms and conditions as TUMO would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; 3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost, to TUMO all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and, (5) provide all electronically stored public records to TUMO in a format compatible with TUMO information technology systems.

1.62 QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT

All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this Solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.63 QUALITY OF WORK/SERVICES

The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.64 SAMPLES

Samples of items, when required, must be submitted within the time specified at no expense to TUMO. If not destroyed by testing, Bidder(s)/Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of TUMO.

1.65 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES

Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Agreement, or any part of its operations, or assign any portion of the performance required by this resulting Agreement, except under and by virtue of written permission granted by TUMO through the proper officials, which may be withheld or conditioned, in TUMO's sole discretion.

1.66 SERVICE AND WARRANTY

When specified, the Bidder/Proposer shall define all warranties, services and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.67 SILENCE OF SPECIFICATIONS

The apparent silence of these Specifications and any supplemental Specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the

best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services are to be of first quality. All interpretations of these Specifications shall be made upon the basis of this statement. If your firm has a current Contract with the State of Florida, Department of General Services, to supply the items on this Solicitation, the Bidder/Proposer shall quote not more than the Contract price; failure to comply with this request will result in disqualification of bid/Proposal.

1.68 SUBMISSION AND RECEIPT OF RESPONSES

Responses shall be submitted in hardcopy format to the Administrative offices of The Underline Management Organization, 1800 SW 1st Ave., Suite 504, Miami, FL 33129 at or before the specified closing date and time as designated in the RFP. NO EXCEPTIONS. Late submissions shall be rejected. Bidders/Proposers are welcome to attend the Solicitation closing: however, no Award will be made at that time.

1.69 TAXES

TUMO is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the Contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all Amendments thereto and shall be paid solely by the Bidder/Proposer.

1.70 TERMINATION

TUMO President & COO, reserves the right to terminate the Contract for convenience, without cause by written notice to the Contractor effective the date specified in the notice. TUMO President & COO may also terminate the Contract, should any of the following apply:

- A.** The Contractor is determined by TUMO to be in breach of any of the terms and conditions of the Contract.
- B.** TUMO has determined that such termination will be in the best interest of TUMO to terminate the Contract for its own convenience;
- C.** Funds are not available to cover the cost of the goods and/or services. TUMO's obligation is contingent upon the availability of appropriate funds.

1.71 TERMS OF PAYMENT

Payment will be made by TUMO after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with Award Specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by TUMO. Payments shall be made after delivery within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services pursuant to Chapter 218, Florida Statutes.

1.72 TIMELY DELIVERY

Time will be of the essence for any orders placed resulting from this Solicitation. TUMO reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular TUMO business hours unless otherwise specified in the Special Conditions.

1.73 TITLE

Title to the goods or equipment shall not pass to TUMO until after TUMO has accepted the goods/equipment or used the goods, whichever comes first.

1.74 TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE

All Responses submitted to TUMO are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets." If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside. Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless TUMO for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by TUMO by reason of any legal action challenging your claim.

1.75 UNAUTHORIZED WORK OR DELIVERY OF GOODS

The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the Contract or any work performed by an employee not otherwise previously authorized.

1.76 USE OF NAME

TUMO is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of TUMO, without prior express written permission of TUMO President & COO or designee or TUMO Board of Directors.

1.77 FORCE MAJEURE

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, cyber-attack, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

2.0 SPECIAL TERMS AND CONDITIONS

2.1 OVERVIEW

The Underline Management Organization, Inc., “TUMO,” hereby invites you to submit a Proposal for Safety and Security Services as described in Section 4.0 Scope of Work. If you would like to submit a Proposal, please refer to Sections 1.58 and 1.76 of this Solicitation. For any Proposal to be considered, it must fully conform to all stated requirements, as defined in this RFP.

TUMO intends to conduct one (1) Site Visit.

Monday, March 9, 2026 at 10:00am

1800 SW 1st Ave., Suite 504, Miami, FL 33129

Any questions regarding this RFP should be submitted in writing to hello@theunderline.org on or before Friday, March 13, 2026 at 5:00pm.

In the best interest of TUMO, the President & COO or her designee has discretion and sole authority, by written Addendum, to:

- a. Accept or reject any Proposal
- b. Amend the RFP, in whole or in part
- c. Cancel, and/or re-advertise the RFP

Proposals received after the stated due date and time will not be considered.

2.2 PURPOSE

TUMO intends to instrument a multi-year Contract for The Underline’s 10-mile linear park, upon completion of the entire multimodal trails construction and incrementally as segments come on line, subject to prior approval by its Board of Directors (“BOD”). An Award recommendation will be made on behalf of the Responsive and Responsible Proposer whose fixed price Proposal is examined and judged to be most beneficial to TUMO, based on the evaluation factors established in Section 6.0. TUMO intends to recommend the Contract Award to its BOD based on initial offers, without holding discussions. However, if needed, negotiations or discussions may be held in good faith with a Proposer that is within Competitive Range. If TUMO and the Proposer fail to finalize a mutually acceptable agreement, TUMO may terminate discussions and initiate negotiations with the following best Proposer, until a Contract is executed, or all Proposals are rejected. No Proposer shall have any rights in the subject Services or against TUMO arising from such negotiations. Under a Contract resulting from this RFP, TUMO and the awardee will enter into a mutually binding agreement governed by the terms and conditions set forth in this RFP. By submitting a complete Proposal, the Proposer certifies acceptance and agreement to all terms and conditions, procedures, evaluation criteria, and instructions stated in this RFP and subsequent Contract. All Proposers are encouraged to carefully read and pay attention to all information provided in this RFP, and to submit a Proposal accordingly. Proposers must make the necessary entry in all blanks provided for responses. All documents attached to this RFP constitute the RFP. All Proposers must complete/submit/return the RFP package with all information relevant for the proper offer analysis, in the same order in which it was issued. Notes and comments by Proposer may be rendered as attachments, provided the same format of this RFP text is followed. All Proposals shall be submitted in a properly identified sealed envelope, with the opening date information clearly noted on the outside of the envelope. Proposers must address/respond to each requirement in the RFP. All Proposals must be concise, complete and clear.

2.3 DEADLINE FOR REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Requests for additional information or clarifications must be made in writing and received, as specified in the Public Notice section of this RFP. The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number and email.

TUMO will issue responses to inquiries, and any other corrections or Amendments it deems necessary, in written Addenda issued by March 18, 2026. Proposers should not rely on any representations, statements or explanations other than those made in this RFP, or in any written Addendum to this RFP. Where there appears to be conflict between the RFP and any Addenda issued, the last Addendum issued shall prevail.

Any request for additional information or clarification must be received in writing no later than 5:00 p.m. (EDT), Monday, March 13, 2026. Proposers may e-mail or mail their requests to the attention Safety & Security RFP 26:01 at hello@theunderline.org

2.4 TERM OF AGREEMENT

This Agreement shall commence upon approval by the Board of Directors (BOD) or designee, unless otherwise stipulated in the Notice of Award Letter, which is distributed by TUMO's Procurement Administrator; and contingent upon the completion and submittal of all required bid documents. The initial Agreement shall be for a period of three (3) years. TUMO will, at its sole discretion, have the option to renew this agreement for two (2) additional one (1) year periods. The Successful Proposer has not implied or guaranteed right to security services on future phases of The Underline.

2.5 AWARD AND AGREEMENT

Agreement will be awarded to the Successful Proposer by TUMO President & COO and/or the BOD based upon the qualification requirements herein. TUMO reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer that is determined to be in TUMO's best interest.

If TUMO and the Successful Proposer cannot negotiate a mutually acceptable Agreement, TUMO may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until an Agreement has been executed or all submissions have been rejected. No Proposer shall have any rights to the project or against TUMO arising from such negotiations, or failure thereof. The Agreement will be furnished by TUMO and shall contain certain terms as are in TUMO's best interest.

2.6 CONTACT

Proposer shall include the name, and office, mobile/and or pager number of the Proposer's intended contact person. In the event that an Agreement is awarded, the contact person shall be available at one of these contact numbers on a daily basis during at least regular business hours, Monday through Friday.

2.7 COMPLIANCE AND REGULATIONS

Precautions shall be exercised at all times for the protection of persons and property. All Proposers performing Services under this contract shall conform to all relevant OHSA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the successful Proposer. Barricades shall be provided by the successful Proposer when work is performed in areas traversed by persons, or when deemed necessary by the President & COO or her designee.

2.8 IDENTIFICATION

All personnel performing Services under this contract must carry valid government issued photo identification such as a driver's license.

2.9 FINANCIAL STATEMENT

Submit the most recent certified business financial statement as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating the that present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if the certified financial statement is unavailable. Additionally, Proposers shall submit a copy of their most recent independently audited (or unaudited if not available) Financial Statements for the past three (3) years.

2.10 LIVING WAGE

This project is subject to Miami-Dade County Living Wage requirement. All applicable positions, any Service Contract entered into shall require the contractor to pay wages in accordance with County Ordinance No. 99-44 and Administrative Order 3-30 "Living Wages Requirement for Community Service Contracts."

2.11 SMALL BUSINESS ENTERPRISE MEASURES: SBE-G/S 10% Goal

This project has a **MANDATORY** SBE-G/S 10% goal. All proposers are required to submit a completed Certificate of Assurance at the time of proposal submission, acknowledging the required measure and submission of a Utilization Plan via the County's web-based system. Each Utilization Plan shall be executed by the bidder and the SBE via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform therefore. Failure to submit the required Certificate of Assurance and Utilization Plan shall deem the bid/proposal non-compliant.

Certificate of Assurance is the form submitted with proposal documents whereby the Proposer acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Proposer will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.

Utilization Plan means the plan whereby a Bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill the SBE goal(s) required for the project and identify certified firms to fulfill goal(s) and percentages, dollar value, and description of the work to fulfill the SBE goal within the time frame specified by SBD. Subcontractor(s) listed will also be required to confirm their participation via the County's web-based system within the specified time frame.

Bidders must enter into written subcontracts with the listed SBE(s).

2.12 DEVIATIONS

Deviations from the described Specifications or SOW in this RFP are not accepted, unless otherwise stated. Oral discussions, questions, etc. that may arise before, during or after the Site Visit/pre-bid meeting, do not change the Scope of Work or this RFP. Any changes or corrections must be made by written Addendum and publicly available. In the case of apparent or evident conflict between the base RFP and any Addenda issued, the last Addendum document issued shall prevail.

2.13 PERIOD OF PERFORMANCE

The performance period under a Contract resulting from this RFP is three (3) years starting from the date stated on the Notice to Proceed, with two (2) 12-month optional periods, renewable at the sole discretion of the President & COO. The successful Proposer must not begin work until it receives a written Notice to Proceed from TUMO. Failure to comply with this section is considered unauthorized work.

2.14 PERMITS AND OCCUPATIONAL LICENSE

Without additional cost to TUMO, the Contractor must have or timely obtain all permits, licenses, and appointments required to perform Services. All Proposers with a business location in the City, who submits a Proposal under this RFP, must meet the City's Occupational License Tax requirements in accordance with Chapter 31, Article I of the City of Miami Code. Proposer with a business location outside the City must meet their local Occupational License Tax requirements. A copy of this license must be included in the Proposal.

2.15 MINIMUM QUALIFICATION REQUIREMENTS

In addition to other TUMO), all proposers shall meet or exceed the following minimum qualification requirements to be considered for award of this contract:

2.15.1 AGENCY LICENSING

The Proposer shall possess a Class "B" Security Agency License issued by the State of Florida, Division of Licensing. As applicable, each branch office shall also maintain a valid Class "B" agency license issued by the State of Florida, Division of Licensing.

All firms submitting proposals under this solicitation shall be bound by the provisions of Florida Statutes, Chapter 493, governing Private Investigative, Private Security, and Repossession Services.

2.15.2 DISPATCH

The Proposer shall provide a Central Dispatch Center staffed by experienced personnel meeting the minimum requirements established herein twenty-four (24) hours per day, seven (7) days per week.

The Dispatch Center shall maintain a complete roster of all Security Officers assigned to TUMO posts, including scheduled hours of duty. Dispatch personnel must also be able to contact the Proposer's management staff 24/7.

2.15.3 UNIFORM, EQUIPMENT, AND APPEARANCE REQUIREMENTS

A. Uniform Requirements

To ensure that all on-duty security personnel are fully equipped and meet contract standards for professional appearance, the Proposer shall issue and maintain, throughout the term of this contract, uniforms and equipment in the quantities listed below.

Items (1) and (2) shall be issued every two (2) years.

All personnel shall wear clean, pressed uniforms at all times while on duty at a TUMO post. TUMO reserves the right to approve or disapprove the uniform items under this section. Vendor and TUMO will identify a cobranded uniform that reflects both entities upon award of the contract.

B. Required Uniform Components:

1. BDU-style trousers

2. Polo-style shirts (co-branded with TUMO):
3. Short sleeve
4. Duty Belt – 1½" solid black nylon belt
5. Tactical Nylon Black Boots (laced) or solid black sneakers

C. Identification Standards

1. Shoulder patches indicating the Proposer's name shall be sewn on and worn on both shoulders of the uniform shirt.
2. No other vendor identification shall be displayed except on an approved uniform hat.
3. Badge shall be worn over the left shirt pocket area.
4. Nametag or ID shall be worn over the right side.

D. Foul Weather Gear

Foul weather and cold-weather clothing (raincoats, boots, jackets) shall be provided for personnel assigned duties in inclement weather.

1. All outerwear shall be identical in style and color for each officer.
2. Jackets shall display the vendor's logo or patch sewn or ironed onto the garment.

E. Headwear

1. A medium-profile baseball-style cap may be worn during cold or inclement weather, at the discretion of the contracted employee.
2. Cap must be uniform in color
3. Cap must display either the vendor's name or the word "SECURITY"
4. No other headwear is permitted while on duty (beanies, skull caps, etc.)

2.15.4 MAINTENANCE OF UNIFORMS AND EQUIPMENT

The Proposer shall ensure that all Security Officers maintain a clean, neat, and professional appearance in accordance with contract standards (pressed uniform, polished shoes, etc.).

The Proposer shall maintain and replace uniforms as specified. Likewise, all equipment used in performance of services—whether provided by the Proposer or TUMO—shall be kept clean, well-maintained, and in safe operating condition at all times.

No equipment may be defective or worn in a manner that could create a hazard to any person on TUMO property.

A. Uniform Costs

1. The Proposer shall be responsible for providing all uniforms and required equipment at no cost to its personnel or to TUMO.
2. No deposits shall be charged to employees for uniforms.
3. Uniforms not meeting appearance standards as determined by TUMO shall be replaced at no charge to the employee.
4. Employees shall not be required to purchase any equipment specified herein.
5. The Proposer may charge an employee for lost uniforms requiring replacement.

B. Personal Grooming

The Proposer shall ensure all personnel assigned under this solicitation remain well-groomed and maintain a neat and professional appearance while representing both the Proposer and TUMO

Male Personnel

1. No facial hair (beard, goatee, mustache) permitted
2. Hairstyles shall be conservative and evenly trimmed
3. Hair shall not extend below the bottom of the ear
4. Sideburns may not extend beyond the bottom of the ear
5. No earrings permitted while on duty
6. Fingernails must be trimmed and clean
7. Excessive jewelry prohibited (wedding bands permitted)
8. No items worn around the neck unless approved by the TUMO Contract Administrator
9. Tattoos must be covered at all times

Female Personnel

1. Hairstyles shall be conservative
2. Long hair may be required to be secured if deemed a safety concern
3. Dangling earrings prohibited; only stud earrings allowed (max 1/4 inch diameter)
4. Fingernails must be clean and no longer than one inch from cuticle base
5. Conservative nail polish permitted
6. Excessive jewelry prohibited (wedding bands permitted)
7. No items worn around the neck unless approved by the TUMO Contract Administrator
8. Offensive tattoos must be covered at all times

2.15.5 VEHICLES AND OTHER SPECIAL EQUIPMENT

The successful Proposer may be required to provide off-street motorized carts (electric golf carts) at an additional cost to TUMO.

The Proposer may also be required to provide bicycles during the contract period. Such assignments shall be requested as needed, and when appropriate, the successful Proposer shall receive additional compensation.

The Proposer may propose additional conveyance methods not specifically listed herein if they provide more efficient non-ambulatory patrol coverage. TUMO is looking to proposers to suggest creative approaches to sustainable, effective coverage of service that ensures the safety of our 2.2 million annual visitors as well as the efficient use of our resources. The TUMO Contract Administrator or designee reserves the right to accept or reject such proposals.

All repairs, preventative maintenance, and related expenses associated with vehicles provided under this section shall not be billed to TUMO.

Response Requirements

A. Keys

The Proposer shall be responsible for all keys issued by TUMO to its personnel. All lost keys shall be reported to TUMO immediately. The vendor shall provide adequate control and accountability for these keys. Lost keys shall result in the awarded proposer paying for the cost of re-keying all affected doors.

B. Radios

The Proposer shall be responsible for all radios issued by TUMO to its personnel. All lost radios shall be reported to TUMO immediately. The vendor shall provide adequate control

and accountability for these radios. Lost radios shall result in the awarded proposer paying for the cost to replace missing /lost radio.

2.15.6 REPORTING REQUIREMENTS AND PROCEDURES

Written reports prepared by Security Officers are essential to ensuring effective protection, safety, and operational accountability. Reports serve as official records for reference, documentation, and investigative support. By accurately recording events, Security Officers demonstrate alertness, professionalism, and adherence to duty while keeping supervisors and TUMO informed of all security-related activity.

The Proposer shall comply with the following reporting requirements and procedures:

A. Post Shift Activity

A brief statement of any unusual event shall be recorded in the Shift Activity Report to allow the TUMO Security Manager or designee to identify involved individuals later if further investigation is required. All Shift Activity Reports shall become the property of TUMO upon replacement at the post.

B. Shift Reporting Requirements

Copies of all required reports shall be furnished to the TUMO Security Manager or designee prior to the completion of each shift. Copies of all major incident reports shall also be provided to Security Management.

C. Incident Report Completion

An Incident Report shall be completed whenever an unusual, hazardous, or criminal event occurs, including but not limited to:

1. Major criminal acts
2. Significant safety hazards
3. Any medical emergency where 911 has been contacted.

Officers shall consult the TUMO Safety & security Manager or TUMO Security Supervisor when uncertain about reporting requirements.

D. Immediate Notification of Serious Incidents

Pertinent facts of daily events shall be recorded in the Shift Activity and Incident Report digital log book. Any incident requiring a formal report shall be verbally reported to TUMO immediately after proper authorities have been notified.

E. Reporting Procedures

Post Digital Logbook Ownership and Retention

Any unusual event shall be recorded in the Shifty Activity report maintained for each segment of the park. These Shift Activity and Incident Reports are the property of TUMO. The Contractor shall preserve the digital logbooks for one (1) year past last use and make them immediately available to TUMO upon request.

F. Daily Report Forms

Security personnel shall complete all required daily forms, including but not limited to:

1. Unusual Occurrence Reports
2. Accident/Injury Reports
3. Any additional documentation outlined in Post Orders
4. All such reports shall be submitted to TUMO as required.

G. Weekly and Monthly Activity Reports

The Contractor shall provide digital weekly reports based on security guards digital reporting of security-related activity, incidents, and crime trends for the previous week. These reports shall be in an EXCEL format and sent to TUMO designees on the Sunday by 3 PM of each week and at the end of the month.

H. Criminal Incident Notification Requirements

The appropriate law enforcement agency with jurisdiction shall be immediately notified of all Class 1 crimes and other criminal activity as further defined by the TUMO Security Manager, including but not limited to:

1. Homicides (All Types)
2. Suicide and Suicide Attempts
3. Accidental Death (All Types)
4. Aggravated Assaults (All Types)
5. Bomb Threats or Threats of Terrorist Acts
6. Aggravated Battery (All Types)
7. Simple Battery and Simple Assault
8. Robbery (Armed and Strong-Arm, Including Attempts)
9. Persons Carrying Concealed Firearms (or Recovery of Abandoned Firearms)
10. Larceny (All Types, Felony and Misdemeanor, Including Attempts)
11. Fare Evasions (Subjects in Custody)
12. Sexual Assaults (All Types, Including Exposure and Lewd Conduct)
13. Narcotics Offenses or Recovery of Narcotics Paraphernalia
14. Criminal Mischief (Graffiti and Vandalism Incidents)
15. Civil Disturbances Affecting Facilities, Yards, or Parking Areas
16. Industrial Accidents Resulting in Serious Injury, Death, or Structural Damage

TUMO Security Manager or Supervisor must be immediately contacted after the proper law enforcement or emergency medical services have been notified.

2.15.7 REQUIREMENTS AND SERVICES TO BE PROVIDED

Requirements Prior to Issuance of Notice-To-Proceed

After the contract is fully executed, the County will issue a Notice-to-Proceed (NTP) with the general requirements listed herein, if the selected Proposer has met the following requirements. These requirements shall be continuing conditions throughout the term of the Contract, including any extensions and renewals. TUMO reserves the right to terminate the Contract if these requirements are not met within thirty days of contract execution. The selected Proposer shall commence work upon issuance of NTP by TUMO.

The selected Proposer shall:

Meet the insurance requirements as specified in Section _____, Article _____ of the Agreement.

Provide all necessary permits, licenses, certificates, and any requisite documentation for the selected Proposer. Additionally, the selected proposer shall provide personnel files, and all necessary permits, licenses, and certificates for the Proposer's Project Manager and points of contact (POC), and all officers, supervisors, administrative, clerical, and dispatch personnel that will be assigned to the Contract, verifying compliance with all applicable federal, state, county, and municipal laws. Requirements for contractor staff are specified in Section 2.7. The County

Contract Administrator, or designee, shall reserve the right to interview and approve or reject all personnel assigned to this contract.

Provide a Quality Assurance Plan (QAP) with the proposal, as specified in Section 2.31, to assure that the requirements of the services are being met. The QAP shall be reviewed and approved by TUMO or designee, before NTP is issued by the TUMO. Any changes to the QAP, shall be submitted to TUMO for approval, as the changes are made.

Immediately after the award of the contract and prior to the NTP, the selected Proposer shall conduct an on-site and in-depth review, with TUMO of the total requirements of the Contract.

2.16 UNAPPROPRIATED FUNDING

In the event of insufficient or no Appropriation of funding during a Fiscal Year, TUMO has the unilateral right to terminate the Contract by convenience by written notice to the Contractor, without any penalty or expense to TUMO. No guarantee, warranty or representation is implied or expressed indicating that an Award will be made to any firm(s). TUMO's obligation for Contractual performance during a Fiscal Year is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of TUMO for any payment may arise for performance under this Contract beyond Fiscal Year End of the current calendar year, until funds are made available for performance and until the Contractor receives notice of availability, to be confirmed in writing by TUMO.

2.17 UNAUTHORIZED WORK

The Contractor, nor any of his/her employees, shall perform any work unless authorized in writing by TUMO. Unauthorized work may not be paid for. Only TUMO President & COO or her designee are authorized to change, by written Amendment, any of the terms and conditions of the Contract.

3.0 RFP TIMETABLE AND EVALUATION/SELECTION PROCESS

RFP Available to Public	February 17, 2026
Site Visit	March 9, 2026 at 10:00 am
Deadline for Receipt of Questions	March 13, 2026 at 5:00 pm EST
Responses posted to Questions	March 18, 2026 at 5:00 pm EST
Proposal Submission Deadline	March 27, 2026 at 5:00pm EST

3.1 THE PROCEDURE FOR RESPONSE EVALUATION AND SELECTION IS AS FOLLOWS:

1. Request for Proposals issued.
2. Receipt of responses.
3. Opening and listing of all responses received.
4. An Evaluation Committee, appointed by the President & COO, shall meet to evaluate each Proposal that has satisfied the minimum requirements in accordance with this RFP. The Evaluation Committee may choose to invite Proposers to make a presentation and respond to questions from the Committee as part of the evaluation process. This presentation notice of assigned presentation times will be communicated in advance to the Proposer but may be given short notice of appearance. The Proposer's presentation may clarify and summarize the content of its Proposal but may not modify the prior written submission. Any communication between the Committee members and the Proposer made during the course of the presentation, are intended primarily for the purposes of providing clarification of the content of the Proposal and are not to be construed as a "negotiation" of terms by either party.
5. The Evaluation Committee shall forward its recommendation to the President & COO who will make a recommendation to the Board.

4.0 SCOPE OF WORK (SOW) – “SERVICES”

The Underline will transform underutilized and forgotten land, in the heart of Miami, into a destination and gathering space for all. The Underline will connect communities, improve pedestrian and cyclist safety, create 120+ acres of open space with restored natural habitats, economic impact and return on investment, and multi-modal transportation options. As we prepare to grow our park from four to 10 miles, the level of security will be critical in conveying to the public that this is a first-class park, where all of our 2.2 million+ annual visitors are welcome to enjoy a safe, comfortable and inviting experience.

Thus, we challenge all proposers to develop a security services plan which strategically deploys resources so that the park is maintained to the highest standards with the most efficient level of support.

4.1 The scope of the services contained herein shall be provided at TUMO facilities and properties, including but not limited to operational sites, amenities, support areas, yards, parking facilities, and any other TUMO-specific areas as determined by TUMO, at any time during this solicitation or any resulting contract.

Each of these services requires special technical and/or managerial proficiencies; therefore, prior experience requirements must be met to adequately provide such services. The selected Proposer shall maintain the qualifications of the Proposer, the Proposers personnel, at a standard consistent and equivalent to the qualification submissions submitted in response to this solicitation. The Proposer and the Proposers personnel requirements are detailed herein.

4.2 TARGET AREAS: The Underline currently spans four miles of trails and amenities, is expected to span at least 6 miles by the end of March, 2026 and will grow to 10 miles by the end of 2026. Below is an overview of the amenities that are adjacent to our multimodal trails and gardens.

A. THE UNDERLINE | PHASE 1 AMENITIES

1. RIVER ROOM

Location: Between Miami River and SW 7th Street

Description: The River Room offers a unique vantage point to views of the Miami River and features lush buttery gardens and an open, green space for residents and their pets. The Allegory sculpture by Hank Willis Thomas is also a focal point.

2. URBAN GYM

Location: Between SW 7th and SW 8th Street

Description: The Urban Gym is an active, fenced recreation space for programming and events with a flex court for basketball, mini pitch soccer and body weight fitness equipment with spectator seating plus a running track. Guests will also discover artwork by Dominican artist Bony Ramirez.

3. THE PROMENADE & INTER STAGE (SPONSORED BY INTER)

Location: Between SW 8th and SW 10th Street, Brickell Metrorail Station

Description: The Promenade has dedicated pedestrian and bicycle paths that connect to a series of rooms that promote social interaction. Inter Stage and Plaza provides a comfortable gathering place and stage for events, concerts and programs, or just a great place for people watching! Game room with individual tables for chess, checkers and dominoes that line the area along SW 1st Court. Dining room features a 50-foot long communal table facing SW 1st Avenue near the Brickell Metrorail station.

4. THE OOLITE ROOM

Location: Oolite Room and Between SW 12th and SW 13th Streets

Description: The Oolite Room is a lush naturalized area running between existing monolithic oolite stone formations directly beneath the Metrorail. This area features four buttery gardens with seating areas made of oolite boulder benches that look onto the dedicated bicycle and pedestrian paths.

5. SCULPTURE GARDEN/THE 11TH ST. PLAZA

Location: Between SW 10th and SW 11th Streets.

Description: With the Metrorail above, modern hardscape, and art-integrated seating, the 11th Street Plaza provides an ideal backdrop for intimate gatherings, pop-ups, and small-scale activations. Elegant yet approachable, 11th Street Plaza brings art and community together in a uniquely Miami setting.

B. THE UNDERLINE | PHASE 2 AMENITIES

1. THE HAMMOCK PLAYGROUND

Location: SW 15th Road & SW 1st Avenue

Description: Designed to serve children of all ages, the Hammock Playground boasts nature-inspired play equipment, engaging public art, and lush native plants and trees. With gardens inspired by one of South Florida's only preserved hardwood hammocks at the adjacent Simpson Park, visitors can also participate in numerous gardening and educational horticulture activities. There are three notable works of art including The Modified Social Bench by internationally acclaimed artist Jeppe Hein.

2. VIZCAYA STATION PLAZA

Location: 3205 SW 1st Avenue

Description: The Vizcaya Station Plaza has transformed a Metrorail station into a revitalized community space offering a programmable plaza, comfortable seating, enhanced lighting, and lush native landscaping. The Plaza provides access to a pedestrian and bike bridge that connects this inviting public area to the iconic Vizcaya Museum and Gardens on the south side of US1. This is one of the many connections The Underline provides to some of South Florida's most important institutions and facilities.

3. THE RAIN GARDEN

Location: US1 & SW 17th Avenue

Description: The first of many innovative stormwater gardens on The Underline, The Rain Garden showcases The Underline's commitment to sustainable stormwater management while creating an urban oasis. This bioswale provides green infrastructure to efficiently manage stormwater while also providing a haven for urban gardening and reconnecting individuals with the beauty of nature.

C. THE UNDERLINE | PHASE 3 AMENITIES

1. INTER GROVE GALLERY(SPONSORED BY INTER)

Location: SW 24th Avenue to SW 27th Avenue

Description: The Grove Gallery is a 150,000 square foot community and commercial space that brings a pop-up market concept to neighboring Coconut Grove and Golden Pines communities in the City of Miami. The Grove Gallery accommodates both food trucks and kiosk concessions, has two Bocce courts and

provides generous seating and dining areas to support guests and businesses. This area will also be a platform for cultural performance and public art. There are three distinct programmable areas: The Grove Eatery; The Underline Market; and The Gallery Garden.

2. THE UNDERLINE PLAZA

Location: Directly south of the LINK at Douglas/Douglas Metrorail Station

Description: The Underline Plaza is designed to respond to the neighboring communities' desire for opportunities for local food vendors representative of Bahamian, Haitian and Latin heritage, temporary public art, and an "urban beach" for lounging under the shade of large-scale umbrellas. There is also a micromobility hub and a bike rack crafted from The Underline name and logo.

3. THE BARK PARK

Location: Ponce de Leon Boulevard between SW 42nd Street and Grand Avenue

Description: Surrounded by canopy trees, owners and pets can relax in the shade, spark conversation with new friends and neighbors, and let our four-legged friends get some much-needed fresh air, exercise and play. The area is fully fenced, lit and features specific areas for small and large pets.

4. FITNESS ROOM (SPONSORED BY BAPTIST HEALTH)

Location: Behind the Coral Gables Fire Station at Ponce De Leon Blvd North of Riviera Drive

Description: The Underline Fitness Room is an outdoor gym with recreational facilities and community health and wellness programs. The gym includes body weight exercise equipment, half-court basketball and mini pitch soccer. The Fitness Room is lit and fenced to enhance user safety.

5. THE WILDS

Location: Ponce de Leon Boulevard between Donatello Street and Orduna Drive

Description: The Wilds look more like the Everglades than Coral Gables! By merging innovative stormwater bioswales with both drought and ood tolerant vegetation and Microforests, a creative reforestation approach pioneered in Japan, this area has a rapidly growing tree canopy and enhanced biodiversity. Notice the oversized playful insect hotels to support habitat for nature and learning for guests.

6. STORMWATER PONDS

Location: Between Donatello Street and Granada Boulevard

Description: The Stormwater Ponds capture and alter stormwater and runo from Metrorail through native plant-led bioretention areas, reducing flooding, supporting countywide resiliency. The separated walking paths and featured public artwork elevate the visitor experience while providing critical environmental solutions.

7. PINELAND COURTS (SPONSORED BY BAPTIST HEALTH)

Location: Ponce de Leon near Carillo Street, Granada Blvd and the University of Miami

Description: The Pineland Court complex offers four pickleball courts and one regulation-size basketball court, along with other amenities including seating areas, drinking fountains, ample bike parking, surrounded by Pine Rockland plantings providing shade and connection to nature.

8. ROCK RIDGE PLAZA

Location: Stanford Drive entrance to the University of Miami

Description: The Rock Ridge Plaza is a flexible programmable performance space directly in front of the University of Miami and north of the University Metrorail Station. There is ample, amphitheater-style seating, plus an outdoor classroom for open air classes to be used by nearby elementary, middle and higher-learning schools/universities. Public art, food and beverage options and nature trails through robust native vegetation are integrated into this community destination.

9. THE PLAY FOREST (SPONSORED BY NIKKI SPOELSTRA)

Location: Adjacent to South Miami City Hall

Description: Located near the South Miami Library and City Hall, the Play Forest is a natural playscape that encourages exploration and play for kids of all ages. Inviting engagement and connection to nature, there is a variety of play and sensory components including the Discovery Trail, Sound Trail and Log Scramble.

10. MARIPOSA GARDENS

Location: Between SW 67th Avenue and SW 80th Street

Description: Punctuated by several buttery gardens, The underline demonstrates how to integrate functional alternative transportation with native planting that provides habitat for birds, bees and butterflies, supporting the environment and mobility. All of The Underline is a pollinator garden, but the Mariposa Gardens allows us to pause and enjoy the magic of nature.

All commodities supplied, or Services rendered under a Contract resulting from this RFP, must comply with the Specifications and requirements detailed in this RFP. The Underline Management Organization requires professional Security Services for the purpose of having individuals readily available to work security services on an as-needed, when-needed basis at municipal facilities. No specific work assignments or quantity of work is guaranteed. Offers should identify key personnel assigned to this account and whom will liaison with TUMO at all times. TUMO reserves the right to modify the scope of work by written Addendum and to add more categories and/or facilities at any given point in time throughout the term of contract when deemed in the best interest. Services include, but are not limited to the following:

4.3 GENERAL REQUIREMENTS

In addition to the requirements noted in Sub-Section the selected Proposer shall:

Furnish management, supervision, security personnel, administrative personnel as noted herein, dispatch personnel, equipment, supplies, and all other necessary commodities, necessary to provide security services at each facility and sector, as may be added from time-to-time, for which the Proposer is awarded a contract.

Issue each contracted security staff personnel approved photographic identification noting the complete name of the Proposer, staff person's complete name, and functional title. In addition, TUMO will issue a photographic identification to each person approved and assigned to perform services under the Contract.

Provide training for each employee performing security guard or supervision services. Employee orientation, successful completion of TUMO's onboarding and site orientation shall take place prior to the security officer or supervisor commencing the services required herein.

Provide a Project Manager/Point of Contact capable of making operational decisions on behalf of the Proposer. This Project Manager/Point of Contact shall be available twenty-four hours per day, each day of the week.

A. Work Force and Work Assignments Armed or unarmed security guards may be required to work 24 hours a day, seven days a week, including patrolling TUMO facilities. The provider should inspect the entire target area and provide a comprehensive security plan to TUMO. This plan should include but not be limited to personnel hours and equipment. This plan shall also include cost saving measures as well recommended technical solutions. Guards will be required to carry 2-way radios, patrol on bicycles as necessary.

B. Regular Guard Duties

1. All security personnel furnished by the successful Proposer to TUMO will be required to monitor the park and its amenities, walking, riding a bicycle/golf cart and/or whatever other means of security the service provider considers best for each facility and/or location.
2. All security personnel furnished by the Successful Proposer to TUMO shall provide all phases of building and personnel security for the facility. This shall include, but not be limited to, making rounds, (checkpoints) of assigned areas and key locations; checking lights; assuring locks of gates and equipment.
3. All security personnel furnished to TUMO by the Proposer shall make daily reports regarding the performance of his/her shift and special reports regarding any problems or incidents occurring during his/her shift. Such daily reports will be submitted to TUMO on a weekly basis. Special incident reports will be submitted to TUMO the following business day.
4. Utilizing their two-way radio, security personnel must contact their supervisor or police as needed.

C. Special Assignments Services may also occasionally be requested for special events. TUMO's President & COO or her designee shall make notification of any non-scheduled work assignment(s) to the Successful Proposer at least forty-eight (48) hours before the start of such assignments. Assignments and the number of security personnel required for Service at each site will be determined and scheduled by TUMO's President & COO or designee.

D. Hours: While this RFP may request 24 hours a day 7 days a week coverage, the number, type and location of hours worked will vary and a set number of hours are not guaranteed. The Successful Proposer shall be responsible for staffing the required number of hours at the agreed upon hourly rates regardless of the total number of hours requested weekly.

E. Overtime: No overtime for either regularly scheduled or special event guards will be paid by TUMO for security personnel supplied by the Successful Proposer. Standard, agreed upon rates, will apply for all hours.

F. Personnel Probation

Assigned TUMO personnel may observe each employee of the Successful Proposer for a period of thirty (30) consecutive days. If during this probation TUMO is not satisfied with the performance of that employee, TUMO shall notify the Successful Proposer of such performance and the Successful Proposer shall replace such employee(s) immediately. Additionally, TUMO reserves the right to demand that the Successful Proposer relieve an

employee from a duty assignment and/or ban the employee from further service under the contract without cause at the sole discretion of TUMO.

G. Personnel Qualifications

1. All personnel furnished by the Successful Proposer must be no less than 21 years old and the Successful Proposer should make every effort to ensure that the personnel are bilingual (with the ability to equally communicate verbally and in writing in both English and Spanish).
2. All personnel furnished to TUMO by the Successful Proposer shall be trained and experienced in crowd control. They shall also be fully trained and knowledgeable about the equipment at the segment they are guarding.
3. 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 background.
4. All personnel furnished to TUMO must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
5. All personnel must speak proficient English.
6. Personnel must not be employed by the Successful Proposer under the Contract if they have currently or have in the past been involved in:
 - a. Military conduct resulting in dishonorable or undesirable discharge.
 - b. Any pattern of irresponsible behavior, including but not limited to an unreasonable driving record, problem employment record, and convictions of misdemeanor and/or felony.

Provide the following documents for each individual assigned to the Contract. This documentation shall be provided prior to the individual commencing the services required herein. Vendors shall keep detailed personnel files for employees assigned to work under the contract. These files shall contain copies of, but may not be limited, to the following documents:

1. FDLE and NCIC background check;
2. Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results;
3. Training test results along with a copy of their test;
4. Proof of education and experience;
5. Photocopies of State of Florida Security Officer licenses "D" and "G" ;
6. Employment application and verifications of prior employment;
7. Polygraph examinations reports, as applicable;
8. Proof of certification for Law Enforcement experience;
9. A copy of DD-214 Long form for Military and Coast Guard experience;
10. A copy of a valid State of Florida Drivers license;
11. A copy of a five (5) year Drivers history;
12. Proof of Citizenship, Resident Alien card or Work Permit; and
13. Any discipline given to the employee

Desirable Personal Qualifications

1. Former Military or Law Enforcement.
2. Minimum (3) years of experience Prior experience in a similar environment (parks, public spaces)

3. Preferably Specialized certifications (e.g., CPR, First Aid, Non lethal weapons certifications)
4. Bilingual or multilingual abilities
5. Leadership or supervisory experience
6. Advanced technical skills or software familiarity
7. Strong customer service or conflict-resolution background

H. Staffing and Communications Requirements

The Contractor shall provide, in all instances, radio-equipped and uniformed security personnel to perform security services at the areas and facilities designated by TUMO, as well as any additional areas added from time to time. The number of personnel assigned and the hours of service required shall be solely determined and specified by TUMO or its designee throughout the term of the Contract.

a. Optional Equipment

Optional equipment, as may be required by TUMO and/or proposed by the Contractor for specific locations or assignments, may include, but is not limited to, the following:

1. Two-way radios
2. Cellular phones
3. Golf carts
4. Bicycles

All optional equipment shall be subject to TUMO approval and must meet TUMO standards for appearance, reliability, functionality, and safety. TUMO reserves the right to reject or prohibit the use of any equipment it deems unacceptable or unsuitable for use under this Contract.

4.4 TRAINING ADMINISTRATION AND REQUIREMENTS

The vendor shall ensure that all security personnel complete all required training prior to commencing services under this Contract. Such training shall ensure personnel are fully qualified and capable of performing their assigned duties. Proof of successful completion of all required training shall be submitted to TUMO or its designee upon request.

The Prosper shall provide a minimum of sixteen (16) hours of refresher training per quarter for all assigned personnel. Training topics shall include, but not be limited to, areas specified by TUMO and may be modified by TUMO at any time during the contract term.

The awarded vendor shall, at its sole expense, provide and maintain a local training facility dedicated to contract-related training throughout the duration of the Contract. The vendor shall establish, update, and administer training curricula, including content, duration, and schedules, subject to TUMO approval. Training programs shall include the ability to conduct short-notice or remedial training sessions, as required by TUMO, for special subject matters or individual personnel.

All required training programs shall be fully implemented and operational by the date specified by TUMO or its designee.

Time spent by contract personnel in training status (inactive or non-deployed) shall not be billed to TUMO under any circumstances.

All personnel must complete all required training prior to assignment under this Contract. **Any commencement of services by personnel who have not successfully completed required training shall constitute non-compliance with the Contract. Any hours billed for such personnel shall be disallowed, and TUMO may assess Liquidated Damages in accordance with the Contract.**

A. Training Standards and Documentation

The Successful Proposer shall provide training to all field personnel to ensure competency in the performance of assigned duties. All training costs shall be borne solely by the Successful Proposer.

Training curricula shall be developed or provided by the Successful Proposer and shall include minimum subject matter and instructional hours, subject to TUMO approval.

TUMO's evaluation of proposed training programs may include, but is not limited to, review of instructional methods, instructor qualifications, course materials, testing standards, and demonstrated knowledge retention.

All formal training shall be conducted by individuals, corporations, or institutions expressly approved by TUMO.

4.5 REPORTING

The Proposer will also be responsible for filing maintenance, safety that are in need of special attention In addition to daily activity tours, shift tours and incident reports of any items The Contractor will work with the Security Manager to develop key performance indicators.

4.6 MINIMUM REQUIREMENTS

Each Proposer interested in responding to this Request for Proposals must provide the information on the Proposer's qualifications and experience, qualifications of the project team, Project Manager's experience, and previous similar projects.

Additionally, Proposers shall:

- a) Be an established event staffing firm for a minimum of five (5) years in a similar venue;
- b) Provide City and County business tax receipts and/or Occupational License;
- c) Provide proof of ability to do business in the State of Florida;
- d) Demonstrate its financial soundness;
- e) Submit with Proposal, references from three (3) clients, attesting the Proposer successfully provided services within the past five (5) years.
- f) Must have a minimum of five (5) years combined related experience.
- g) The Proposer's Project Manager must have a minimum of five (5) years' experience scheduling and managing staff for a large venue and have served as Project Manager for a minimum of one (1) other project of similar size and scope.
- h) Proposer shall have no record of judgements, bankruptcy, pending lawsuits against the City, or pending civil or criminal actions involving moral turpitude such as theft, fraud, embezzlement, conversion, civil theft or the like or have been placed on debarred vendors list under Section 287.133, Florida Statutes (2018) or been otherwise debarred or suspended by any public agency and have not filed for bankruptcy within the last five (5) years; and Proposer shall not have any conflicts of interests that have not been waived. In addition, Proposer must provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the

performance of the Services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three (3) years.

- i) Neither Proposer nor any principal, officer, owner, or stockholder of Proposer shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

Submittals that do not respond completely to all minimum requirements will be considered non-responsive and eliminated from the evaluation process.

5.0 EVALUATION FACTORS/CRITERIA

The Evaluation Committee will review Proposals, which have complied with the Minimum Requirements, to determine compliance with the terms of the RFP and rank each Proposal applying the criteria as indicated below. TUMO may reject as unacceptable any Proposals that do not conform to the Solicitation requirements. TUMO will Award a Contract resulting from this RFP to a Responsive and Responsible Proposer that meets or exceeds the qualification requirements and is within Competitive Range, as stated in 2.2. The evaluation process allows a total of 100 possible points by assessing the following:

- a. **Experience and Approach** – (35 Points). The Evaluation Committee will review the Proposer's relevant experience, qualifications, demonstrated performance on projects of similar size and scope, and overall approach to delivering services under this solicitation. This category is designed to reward Proposers who present not only strong qualifications, but also forward-thinking, adaptable, and creative solutions that support the goal of maintaining the safest and most welcoming multimodal trail and open space environment in Miami.
- b. **Project Team** – (15 Points). Relevant experience of key personnel that will be assigned to this Project.
- c. **Pricing** - (30 Points). Proposer's proposed prices. TUMO reserves the right to decline Proposals that are not within the Competitive Range, e.g., unreasonably low or high in price.
- d. **Responsibility** - (10 Points). The Evaluation Committee will determine Contractor Responsibility by analyzing whether the Proposer complies with the RFP requirements and has the capacity to perform accordingly, including but not limited to:
 - ✓ Capability to undertake the required performance period, considering existing commercial and business commitments.
 - ✓ Letters of recognition of service to the community during the past three (3) years.
 - ✓ Proof of contributions (cash, property, in-kind services) to civic/educational/social organizations, etc.
- e. **Local Business Preference** - (10 Points). The TUMO President & COO may include a ten percent (10%) evaluation criterion in favor of Proposers who meet the Local Preference requirements as outlined above. A Local Business means the vendor has a valid business tax receipt issued by Miami-Dade County at least one year prior to bid or proposal submission, and a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business ("Local Business Location"). The vendor must own or lease the Local Business Location and the address or another Local Business Location where the owner maintains the appropriate business permits, must have served as the place of employment for at least three full time employees of the vendor for the continuous period of one year prior to the bid or proposal submission.

After reviewing results from the Evaluation Committee, and accounting for the best interests of TUMO, TUMO President & COO shall make an Award recommendation to the BOD. The BOD shall approve or disapprove any Award recommendation. Approval of the Award recommendation by the BOD shall be a precondition to entering into a Contract.

6.0 PRICE SCHEDULE: BUDGET WORKSHEET

Please fill out the spreadsheet below to indicate the Proposer's Price Schedule For Service

Hourly Estimate Breakdown (Annual)			
<u>Unarmed</u>			
Labor	Supervisor	Guard	Total
Weekdays			
Weekends			
Total hours			
<u>Armed</u>			
Labor	Supervisor	Guard	Total
Weekdays			
Weekends			
Total hours			
Equipment and Supply Breakdown (Annual)			
Materials	Equipment	Quantity	Total
Technology			
Reporting Mechanisms			
Total for Equipment and Supplies			
Special Event Rates	Hourly Rate/Equipment	Hourly Rate/Labor	
List personnel minimums			
List hourly rate			
Total Hourly Rate			

*Bidder may insert additional rows to this worksheet to provide detail under each category. However, all details shall be reflected in the totals of each subsection. No rows may be deleted.

7.0 PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE PROPOSER TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

7.1 INSTRUCTIONS TO PROPOSERS:

Proposers should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, one (1) original, five (5) bound copies, and one (1) complete electronic copy on USB Flash Drive in PDF format of the completed and executed submission with the Company Name Solicitation No. & Title, must be delivered to the administrative office of **TUMO, 1800 SW 1st Ave., Suite 504, Miami, FL 33129**.

Please be concise in all responses. If any category is not applicable, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

8.2 PROPOSAL FORMAT

1. Cover Page

The Cover Page Form shall be submitted as part of the Solicitation. This Form must be completely and neatly filled-in.

The Cover Page Form shall include the Company name, identify the person authorized by law to render the Services (as registered with the State of Florida Division of Corporations) and title. In addition, the Proposer shall include the mailing address, telephone number, and e-mail address. The Proposer shall designate one duly authorized representative to receive all notices and be contacted by TUMO, as may be needed, in reference to this Solicitation.

2. Table of Contents

The Table of Contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. Business Structure

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable. Proposers submitting applications as joint ventures shall submit a copy of their joint venture agreement. Failure to submit a Proposal as joint venture may cause it to be deemed non- responsive. Give the location of the office which will handle The Underline's account and the number of professional staff personnel at the office. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4. Experience and Approach

The Proposer shall prepare a comprehensive response to outline their experience and proposed approach, including a detailed narrative outlining its recommended safety and security services in a park environment that operates 24 hours per day, 7 days per week, 365 days per year, without gated access. The narrative shall clearly describe the operational strategy, staffing model, supervision, coordination with TUMO and methods for maintaining a safe, secure, and welcoming environment. The Proposer shall complete and submit the required Bidder's Budget Worksheet in accordance with the solicitation requirements.

5. Minimum Requirements of the Proposer

Indicate the Proposer's experience in providing the proposed Services. Licenses and any other pertinent information should be submitted and should meet the minimum requirements in accordance with Section 3.0. Failure to establish the Minimum Requirement shall be grounds for TUMO to establish that the Proposer is non-responsive.

6. Proposer's Experience and Past Performance

- a) Provide a legible copy of Proposer's current license issued by the City.
- b) State the years the Proposer has been providing relevant services. Describe the Proposer's qualifications, addressing Proposer's ability to manage and provide the Services requested in this RFP.
- c) Describe the Proposer's general history and experience providing event staffing services.

7. Proposer's Information

- a) Provide Proposer's plans to remediate performance deficiencies as it relates to the Services in this RFP.
- b) State Proposer's policy and procedures utilized for recruiting personnel, including conducting background investigations, verification of criminal and civil background checks, etc. Specifically, how your company will comply with the Shanon Melendi Act.
- c) Provide information concerning any prior litigation, either civil or criminal involving a governmental agency, or which may affect the performance of the Services to be rendered herein, in which the Proposer or any of the Proposer's employees is or have been involved within the last five years.
- d) Provide most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. If certified financial statements are not available, provide the previous three years of Proposer's federal tax returns.

8. Key Employees' Experience

- a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project.
- b) Identify the staff person who will serve as the key contact or liaison to TUMO on this contract. Enclose resume, job description and a description of relevant experience for the key contact person
- c) Identify the person in charge (Project Manager) at each facility/location that the Proposer intends to use to provide the Services for this RFP. Enclose resume, job description, and a description of relevant experience for the Project Manager.

9. Program Approach

Provide a brief narrative about how your organization would provide a comprehensive level of service befitting of a first-class park.

10. Price Schedule

Using the enclosed Budget Worksheet, identify the Price Schedule for providing the requested services on an annual basis. This price schedule will be good for up to five years from award of the contract.

11. References

Proposer must provide at least three (3) references of business clients and/or governmental agencies to which it has provided similar Services. If available, such references should be representatives of Florida Public Agencies to which the Proposer is currently providing, or has provided, Services within the last three (3) years

12. Additional Information

Provide any additional information regarding the firms' capability to similar project

8.0 REFERENCES

Reference (1)

Company:
Address:
Phone number:
Point of Contact:
Email Address:
Services Provided:

Reference (2)

Company:
Address:
Phone number:
Point of Contact:
Email Address:
Services Provided:

Reference (3)

Company:
Address:
Phone number:
Point of Contact:
Email Address:
Services Completed:

9.0. RFP CHECKLISTS

This checklist is provided to help you conform to all form/document requirements stipulated in this RFP and attached herein.

	Submitted With Proposal
10.0 RFP Information Form This form must be completed, signed, and returned with proposal	
11.0 Certificate of Authority , to be completed, signed and returned with Proposal. Complete applicable form only. 11.0.1. Certificate of Authority (If Corporation) 11.0.2. Certificate of Authority (If Partnership) 11.0.3. Certificate of Authority (If Joint Venture) 11.0.4. Certificate of Authority (If Individual)	
12.0 Indemnification & Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for This RFP (must be signed)	
13.0 Proposer's Qualification Statement (must be signed)	
14.0 Current SBE Assurance (COA) (This project has MANDATORY goal of 10% SBE Participation)	

10.0 RFP Information Form

I certify that any and all information contained in this RFP is true; and I further certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting an RFP for the same materials, supplies, equipment, or Services and is in all respects fair and without Collusion or fraud. I agree to abide by all terms and conditions of the RFP and certify that I am authorized to sign for the Proposer firm.

The undersigned acknowledges that The Underline Management Organization shall have the sole right to reject any or all Submittals submitted in response to this RFP; to cancel this solicitation; to request supplemental information pertaining to submitted Submittals; and to Award an agreement to any party (or to Award no agreement at all) solely in its best interest in its sole discretion.

Firm's Name: _____

Principal Business Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Name: _____

Title: _____

Authorized Signature: _____

11.0.1 Certificate of Authority

(IF CORPORATION)

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

_____ a corporation existing under the law of the State of _____ held on _____, 20 _____, the following resolution was duly passed and adopted.

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20 _____, to The Underline Management Organization and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20 _____

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

11.0.2 Certificate of Authority

(IF PARTNERSHIP)

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that a meeting of the Partners of the _____

organized and existing under the law of the State of _____ held on _____
20 _____, the following resolution was duly passed and adopted.

“RESOLVED, that _____, as _____ of the Partnership, be
and is hereby authorized to execute the Proposal dated, _____, 20 _____, to The Underline
Management Organization and this partnership and that their execution thereof, attested by the
_____, and shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20 _____

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR
RESPONSE**

11.0.3 Certificate of Authority

(IF JOINT VENTURE)

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that a meeting of the Principals of the _____

organized and existing under the law of the State of _____ held on _____
20 _____, the following resolution was duly passed and adopted.

“RESOLVED, that, _____, as _____ of the Joint Venture be
and is hereby authorized to execute the Proposal dated, _____, 20 _____, to the Underline
Management Organization official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20 _____

Secretary: _____

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR
RESPONSE**

11.0.4 Certificate of Authority**(IF INDIVIDUAL)**

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that as an individual _____ Name of Individual _____
and as a d/b/a (doing business as) _____ (if applicable) _____
exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute
the Proposal dated, _____, as _____ To the Underline
Management Organization as an individual and/or d/b/a (if applicable) and that my execution thereof,
attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public
this _____ day of _____, 20 _____

NOTARY PUBLIC: _____

Commision No.: _____

(Please Check)

- I personally know the individual
- do not know the individual

Driver's License #:

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR
RESPONSE**

12.0 INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer shall indemnify, defend, save and hold harmless TUMO, the County, and their respective officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, cost, penalties, fines, damages, judgments or decrees, actions, debts, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, Contractual or business relations, proprietary or business interests arising out of, resulting from, or in connection with (i) the performance or non-performance of the Services contemplated by the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Successful Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them; or (ii) the failure of the Successful Proposer to conform to statutes, ordinances, resolutions, rules, or other regulations or requirements of any governmental authority, local, federal or state, conditions or requirements; or currently prevailing standards of care, normal protocols, and best practices in connection with the performance of the Agreement ; or (iii) Successful Proposer further expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws; or (iv) a breach or a failure to comply with any terms and conditions of this Agreement, as amended, by the Successful Proposer, including actions or omissions of Successful Proposer's agents, representatives and assigns; or (v) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Agreement or otherwise. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability; and the Successful Proposer shall hold harmless and indemnify TUMO and Miami Dade County for any errors in the provision of Services and for any fines which may result from the fault of the Successful Proposer

These indemnifications shall survive the term or cancellation of this Agreement. In the event that any action or proceeding is brought against Miami Dade County or TUMO by reason of any such action, claim or demand, Successful Proposer shall, upon written notice from TUMO, or the County Attorney, resist and defend such action or proceeding by counsel satisfactory to TUMO and the County Attorney.

The Successful Proposer shall furnish to TUMO 1800 SW 1st Ave., Suite 504, Miami, FL 33129, Certificate(s) of Insurance prior to Agreement execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

INSURANCE LEVELS/REQUIREMENTS – EVENT STAFFING SERVICES

Commercial General Liability

A. Limits of Liability

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

B. Endorsement Required

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

Business Automobile Liability

A. 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

B. Endorsements Required

- Miami Dade County included as an Additional Insured
- The Underline Management Organization listed as an additional insured

C. Worker's Compensation

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

D. Employer's Liability

Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident, \$1,000,000 for bodily injury caused by disease, each employee \$1,000,000 for bodily injury caused by disease, policy limit

E. Umbrella Liability

- Each Occurrence \$1,000,000
- Policy Aggregate \$3,000,000 to \$5,000,000
- Miami Dade County and The Underline Management Organization is listed as an additional insured.
- Coverage is excess over all applicable lines of coverage contained herein.

F. Crime Coverage (if applicable)

- Limits of Liability \$100,000
- 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 City'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 the Successful Proposer.

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:

TUMO and the County is 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 the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer 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 the Successful Proposer.

If insurance certificates are scheduled to expire during the Contractual period, the Successful Proposer(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 the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that they have read the above information and agrees to comply with all the above TUMO requirements.

Proposer: _____

(Company name) _____

Signature _____

Print Name: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

13.0 Proposer's Qualification Statement

INSTRUCTIONS:

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

COMPANY NAME:

COMPANY OFFICERS:

President _____

Vice President _____

Secretary _____

Treasurer _____

COMPANY OWNERSHIP:

_____	% of ownership

LICENSES:

1. County or Municipal Business Tax Receipt No. (attach copy with Bid)
2. Business Tax Receipt
3. Business Tax Receipt Expiration Date:
4. Metro-Dade County Certificate of Competency No. (attached copy if requested in Bid or RFP)
5. Social Security or Federal I.D. No.

14.0 Current SBE Assurance (COA)

**SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE
SMALL BUSINESS PARTICIPATION ON COUNTY PROJECT**

This form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: _____

Project _____ Title _____

Name of Bidder/Proposer: _____ Contact Person: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

The bidder/proposer is committed to meeting the established measures(s) assigned to this project:

% SBE-A/E, % SBE-Cons, _____ Trade Set-side SBE-Cons, %

SBE-G, and/or % SBE-S

(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

Print Prime Bidder's Name & Title _____

Prime Bidder's Signature _____

To satisfy the requirements for Step 1 – Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-A/E, SBE-Cons, SBE-G and/or SBE-S measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to submit a list of certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to 1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

SWORN TO and subscribed before this day _____ day of _____, 20 _____

Signature of Owner

Signature of Notary Public-State of Florida

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