

DOWNTOWN WORCESTER
BUSINESS IMPROVEMENT DISTRICT, INC.

**Request for Proposal for Cleaning, Maintenance,
Safety, and Hospitality Services**

December 20, 2018

Respond to:

Downtown Worcester
Business Improvement District, Inc.

Worcesterbid1@gmail.com

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1. Program Overview

1.1 Purpose of the Request for Proposal

The Downtown Worcester Business Improvement District, Inc. (DWBID) is seeking proposals from Contractors to provide both professional cleaning/maintenance and safety/hospitality services to the Downtown Worcester BID area. These services are intended to enhance the appearance, safety, viability, and value within the BID area. The BID seeks to enter into a three-year contract with the selected contractor, subject to the draft terms and conditions of the draft contract form attached.

Throughout this RFP, “DWBID” will mean the Downtown Worcester Business Improvement District, Inc. “Contractor” or “Contractors” will refer to companies or organizations that are submitting proposals.

1.2 Purpose of the Downtown Worcester Business Improvement District

Established in November 2018, the DWBID is a private not-for-profit corporation created pursuant to Massachusetts General Law Chapter 400. Its members are property owners within the boundaries of the DWBID area that pay an additional assessment to fund DWBID services. The purpose of the DWBID is to make Downtown Worcester a thriving and economically competitive environment for businesses, residents, and visitors alike. To meet this objective, the DWBID will use the programs which are the subject of this RFP, as well as other programs, to deliver supplemental services to enhance the conditions of safety and cleanliness throughout the District that will increase property values, create a unique sense of place, and make all who experience the District feel welcomed and safe. The DWBID will be a supplement to, and not a replacement of existing baseline services provided by the City of Worcester.

1.3 Downtown Worcester BID Service Area

The DWBID neighborhood is bounded generally by Foster Street, Francis J. McGrath Blvd., and Main Street in Downtown Worcester, Massachusetts. Its strength lies in its diversity—a densely layered collage of educational, government, and cultural institutions; housing and retail options, urban amenities, economic muscle, and most important, people of all demographics who fill it with energy.

The map in Appendix A shows the boundaries of the BID service area.

1.4 DWBID Budget

The DWBID anticipates allocating approximately \$350,000 - \$450,000 for Cleaning, Maintenance, Safety, and Hospitality services budget reflecting a scope of 16 hours per day and 7 days per week.

2. Administrative Information

This section provides administrative information and guidelines for Contractors submitting proposals.

2.1 Proposal Submission Process and Deadline

Proposals are due on or before 5:00 p.m. E.S.T. on **January 30, 2019**. Please submit two (2) paper copies of the proposal to:

Downtown Worcester Business Improvement District, Inc.
2 Southbridge Street
Worcester, MA 01608

Email a PDF file of your proposal concurrently to Worcesterbid1@gmail.com.

2.1.1 Proposal Requirements

Proposals must include the following sections. The D W BID reserves the right to reject any proposals that are incomplete.

Section 1. Cover Letter

The Cover Letter must be signed by an authorized representative of the company and should include official letterhead, name, title, address, and complete contact information for the person to whom all correspondence concerning the proposal should be directed.

Section 2. Executive Summary

The Executive Summary is a high-level summary of the proposal that shall include:

- An overview of the Contractor's approach to the program in a features/benefits style of writing. Indicate the business reasons that make your proposal attractive and competitive, as well as superior to similar programs offered by your competitors.
- Problematic areas that are cause for concern, if any, such as unrealistic deadlines or risks. These concerns will be addressed with the Contractor, if selected, prior to the contract finalization.
- A discussion of the pricing and budget proposal, including pricing constraints or contract discounts and savings.

Sections 3-11. The proposal shall consist of complete responses to all requirements identified in Sections 3-11 of the RFP. Responses should follow the numbered outline of those Sections and address each and every requirement.

Section 12. Additional Contractor Information for the DWBID's Consideration

The Contractor may provide information that is not requested in the RFP but which the Contractor judges to be critical to the DWBID program. The Contractor may also include additional information about services, tools, or programs that might be of interest to the DWBID. Responding to this section is optional.

Section 13. Pricing

Based upon the Preliminary Scope of Work attached as Appendix B.1, the Contractor shall provide a cost proposal by completing the Pricing Form in Appendix B.2.

Section 14. Contract and Exhibits

A draft contract is included in Section 14. The Contractor shall review this contract and list in the proposal any potential issues for the DWBID's consideration. *The DWBID reserves the right to reject contract issues raised by the Contractor after designation of the award to Contractor, if applicable.* NOTE: This is a draft form of contract and may be modified by the DWBID prior to execution.

2.1.2 DWBID Contact Information

All communications and questions about this RFP and response requirements must be in writing and sent by email prior to 5:00 p.m. E.S.T. on **January 18, 2019**, to only:

Worcesterbid1@gmail.com

All questions and responses pertaining to this RFP will be provided in writing to all Contractors by **January 25, 2019**.

2.2 Procurement Schedule

The following table lists the activities relevant to the RFP process. The DWBID reserves the right to change the following steps and dates in this schedule and will notify Contractors in such a case.

Pre-BID Site Visits Scheduled by Appointment	1/2/19 – 1/11/19
Deadline for any questions regarding RFP to be submitted	1/18/19
Responses to be provided to all proposers	1/25/19
Proposals from contractors due	1/31/2019
Contractor selected	On or about 2/28/19
Contract Agreement finalized	On or about 3/8/19

2.3 Selection Criteria, Terms, Conditions, and Limitations

The Request for Proposal is subject to specific conditions, terms, and limitations as stated below:

2.3.1 Selection Criteria

The DWBID will select the Contractor that is the most advantageous to the BID and that successfully demonstrates the qualities deemed necessary by the BID to provide the services and meet the goals of the BID, regardless of price. Representatives of the DWBID will comprehensively evaluate each RFP submission according to the following criteria, provided in no particular order:

- Background knowledge relating to the Scope of Work
- Demonstrated ability and experience hiring, managing, training qualified employees
- Company culture and demonstrated enthusiasm, energy, and creativity
- Corporate and financial stability of the company
- Years of experience; size/capacity of firm
- Completeness, accuracy, responsiveness and soundness of the Proposal, including the Transition Plan, and the Draft Work Plan.
- Ability of the contractor to assume contract responsibilities and perform them in a timely and cost effective manner, including full operational capability no later than **April 1, 2019**.
- Experience with similar BID clients/other clients
- References
- Pricing

- Other criteria determined at the sole discretion of the DWBID

2.3.2 Terms, Conditions, and Limitations

- a) This RFP does not represent an obligation or agreement whatsoever on the part of the DWBID.
- b) An invitation to respond to this RFP does not create any rights on the part of the Contractor.
- c) Proposals must include all items noted in Section 2.1.1. The DWBID reserves the right to reject incomplete proposals and proposals that do not meet the criteria and/or deadline stated in this RFP.
- d) The DWBID reserves the right to:
 - reject any and all proposals submitted without negotiation or comment request;
 - require revisions to, corrections of, or other changes to any proposal submitted as a condition precedent of further consideration;
 - make such inquiries to evaluate the Contractor's submission and qualifications;
 - select one or more Contractors for negotiations;
 - seek new proposals from new or existing Contractors; and/or
 - withdraw this RFP without notice.
- e) The DWBID is not liable for any costs incurred by Contractors in the preparation and presentation of proposals, demonstrations, and site visits.
- f) The DWBID will not be liable for any errors or omissions in Contractor proposals. Contractors will not be allowed to alter proposal documents after the proposal due date without permission from the DWBID.
- g) Any documents provided to the Contractor represent the best available information at the disposal of the DWBID and are provided in good faith without warranty of accuracy or applicability.
- h) All materials submitted in response to this RFP become the property of the DWBID. Proposals and supporting materials will not be returned to Contractors.
- i) The DWBID reserves the right to amend this RFP at any time prior to the

proposal due date.

2.4 Notification of Contractor Selection

Finalists will be invited to interview with representatives of the D W BID. After a final selection is made, the DWBID will finalize a contract with the selected Contractor; remaining Contractors will be notified in writing of their selection status.

The specific scope of work, frequencies, schedule of services and staffing will be determined after the initial designation. If an agreement between the selected Contractor and the DWBID cannot be reached, the DWBID reserves the right to cancel the contract award and select another Contractor.

2.5 Press Releases and Public Disclosure

Contractors may not release any information about this RFP without permission from the DWBID. The selected Contractor may not issue a press release concerning this RFP, the D W BID or any aspect of its proposal to the D W BID until it has been reviewed and approved by the DWBID.

2.6 Subcontracting

The Contractor shall not subcontract all or any portion of the required services to be rendered hereunder without the express prior written consent of the DWBID. The Contractor shall not be relieved of any obligations hereunder by reason of any such approved subcontracting.

3. Contractor Qualifications and References

3.1 Company and Business Information

The Contractor shall provide:

1. Name of company, principals, address, telephone, fax numbers and email addresses;
2. Location and size of local and national offices, if any;
3. Name of parent company, if any;
4. Number of years in business;
5. Company's Federal ID number;

6. Legal structure, including whether privately or publicly held, incorporation information and corporate structure;
7. Documentation of financial stability and resources, include credit references and current certified financial statements for the entity that will execute the contract;
8. A list of applicable licenses and permits currently held;
9. Commercial general liability insurance policies held in conjunction with current contracts for programs like those of the DWBID. Include details of policy limit amounts. Explain any claims that have been made on any of these policies in the last three (3) years;
10. Specify if the Contractor has ever filed for bankruptcy or has been or is in litigation.

3.2 Experience and References

The Contractor shall provide:

1. Description of Contractor's experience providing clean and safe services to business improvement districts and within other public venues.
2. List of all relevant experience with references for all clients within the last five years, including contact names and telephone numbers. Please list any contracts which have been terminated prior to the expiration date.
3. Description of the management team and the responsibilities of each member of the team for executing the Work Plan; include titles and resumes for each proposed manager and supervisor, percentage of time each would devote to the contract, and what managers will be on location; also a similar description of the transition team, if different or additional personnel will be involved.
4. Description of relationships, if any, that Contractor has or had with organizations within the DWBID area that would be helpful for the DWBID to know about.

3.3 Organizational Structure

The Contractor shall provide:

1. Proposed management, supervisory, staff organization structure with number of positions and job descriptions for each proposed position (including tasks, scope of authority, supervisory responsibilities and span of control), proposed salary and benefits. Please show in chart form, if helpful.
2. Expectations of how the DWBID will be involved in the oversight of the contract and

program management and in the interface with City agencies.

4. Customer Service

4.1 Employment Standards

The Contractor shall provide a description of how cleaning, safety, ambassador staff and supervisors will be recruited and what criteria will be used for recruitment. Address any differences between cleaning and safety staff. Address recruitment of Worcester Residents. What does Contractor consider to be core competencies for cleaning and safety staff and how are they identified? Detail drug-testing, background screening, reference checks, grooming and other personnel policies and practices. How are employees evaluated? Provide complete information about employee benefits, promotions, bonus programs and other incentives, if applicable. Provide turnover rate over the past five years for staff, supervisors and managers. Describe uniforms, footwear, equipment carried by staff.

4.2 Employee Training

The Contractor shall provide details of its proposed training program (initial and ongoing), including topics, methods, schedule, instructors, role of DW BID. Is the training program in-house or outsourced? How many years has Contractor used this training program? How many people have been trained to date with this program? How often do staff members receive training? Detail approach and materials used. Please provide a copy of the Employee Handbook or Manual and copies of any safety policies. Please address training with regard to the following topics:

1. Communications (radio, cell phone) with “base” and emergency responders (911, etc.); role in emergency;
2. Engagement with public: communication skills in English and other languages;
3. History and geography of district; historic sites; other major landmarks and attractions; restaurants and retailers;
4. Directions, restrooms, subway stations, cab stands, etc.;
5. Courtesy, routine, mediation, de-escalation;
6. Cleaning methods and schedule; equipment operation;
7. Cross-training of cleaning and safety personnel;
8. Incident Reports;

9. First aid and safety protocols (CPR, AED equipment, other);
10. Court testimony; and
11. Other safety training

4.3 Supervision and Management

Please describe:

1. Managerial recruitment, development, succession strategies;
2. Supervision system—how many, authority, span of control, where stationed, scheduling, equipping, communication; training of supervisors;
3. Equipment recommended for supervisors;
4. Criteria for deploying cleaning and safety ambassadors (how would Contractor assign, schedule and dispatch staff—routine, special events, emergencies); equipment recommended for ambassadors; how are staffing levels managed—e.g., vacations, sick days; and
5. Standards for evaluating all employees; performance measurement; feedback; rewards; retraining, dismissal; and
6. Data collection/Metrics/Reporting

4.4 Outreach

4.4.1 Homelessness and Panhandling

The City of Worcester recently adopted a “hub” system of social service delivery meant to address issues including but not limited to drug and opioid abuse, chronic homelessness, mental health issues, vandalism, poverty, crime and aggressive behavior. Please describe how Contractor proposes to coordinate with local social service agencies including but not limited to the City of Worcester’s Quality of Life Task Force, the Youth Violence Initiative and the Worcester Community Health Improvement Plan.

Please describe techniques it will use when encountering at risk individuals who may be in need of assistance and those who are not. Describe techniques used elsewhere to successfully and diplomatically discourage aggressive behavior.

4.4.2 Multilingual

Please describe language proficiencies Contractor will look for in hiring and any translation devices used to improve communication.

5. Communications

The Contractor shall:

1. Specify what handheld devices ambassadors will be equipped with, including the functionality of the devices.
2. Describe the communication protocols ambassadors are instructed to use in different scenarios.
3. Describe how a central office will be equipped and how staff will operate it, including equipment and software required and maintenance costs.
4. Describe capabilities of the communications system to track employees and performance and provide analysis.
5. Describe incident and work order tracking procedures and technology system; describe the features of the system, including how data is input, what search queries are conducted, how data can be sorted, what trends can be reported, and how frequently data is input. Indicate how long you have been using the system. Explain how parties will interact with it. If the system is proprietary, indicate if it is required or offered as an alternative to an industry standard. Provide associated costs.
6. Describe real-time communication systems.
7. Describe the process to be used to report problems to the D W BID, City agencies, and others.

6. Equipment and Supplies

The Contractor shall:

1. Propose a list of all types of supplies, quantities and types of equipment it thinks necessary to execute the level of services expected by the DWBID. To help determine the best cost structure for the DWBID, the Contractor shall present several options to acquire the equipment (for example, Contractor purchase, Contractor lease, DWBID lease, and so on).

2. List all insurance, licenses, training, parking permits, upkeep, oil, fuel, water, and major and minor equipment repairs, including labor, necessary to perform the services to store, maintain and utilize all equipment required in connection with the Scope of Work.
3. Identify environmentally safe and efficient cleaning products, methods, and equipment.
4. Provide a list and photographs of uniform elements and other items to be branded.
5. Provide costs of proposed uniform standards and equipment branding, including cleaning and replacement.

7. Facilities

Contractor shall identify specific needs (by square footage, ideal location) for space for operations, including office, communications, staff, locker rooms, training, lounge, check-in and other facilities; storage of equipment and supplies.

8. Reports/Meetings

Contractor shall describe and provide examples of incident reports, activity reports, progress reports and any other periodic reports it proposes to submit to the D W BID and the frequency with which it proposes to make such submissions. Contractor shall identify and give examples of metrics which it will measure and report and for which it will be accountable. Contractor shall describe how it plans to coordinate and communicate with D W BID staff on a regular basis— including, in addition to written reports, meetings to discuss operational and managerial issues.

9. Draft Work Plan

OBJECTIVE

The D W BID desires to have customer-focused, friendly, personable, professional, well-informed, well-groomed, well-managed cleaning, maintenance, hospitality and safety Ambassadors working in the District who will maintain the public rights of way, and the street furniture, equipment and plantings in the rights of way, in impeccable condition and who will provide a highly visible, professional, friendly and informed presence on the street, welcoming workers, shoppers, residents, tourists and other visitors to the District.

Please submit a draft work plan which addresses each item within the Preliminary Scope of Work attached as Appendix B.1, focusing on how Contractor will fulfill the objective of the DWBID set forth above. Please break the plan into three phases:

- start-up phase;
- working to achieve level of cleaning, maintenance, safety and hospitality desired; and
- once achieved, maintaining level of cleaning, maintenance, safety and hospitality.

State how long each of the first two phases are expected to last. Please address, for each phase, task prioritization, scheduling, frequency, staffing levels, staff assignments and deployment, supervision, management and equipment needed to achieve the standards desired by the DWBID. Please identify whether and how tasks are to be bundled, if applicable, and which tasks/services are to be assigned and executed as separate projects, if any. Please describe how tasks will be accomplished, including what types of equipment will be utilized. Please note particularly innovative approaches to service delivery and provide examples of superior customer service. Please highlight any additional tasks which you think need to be added to the Preliminary Scope of Work.

Please include as much detail as applicable and specific examples of how Contractor has planned, deployed, executed, managed, evaluated and refined service delivery.

Please indicate if any techniques, programs or tools are being proposed for the first time.

10. Transition Plan

Please provide a proposed transition plan specifying timelines, staffing, space and equipment needs, initial training and the process and costs to be operational no later than **April 1, 2019**, such plan to include, without limitation, an assessment of District needs. Provide examples of lessons learned from other transitions.

11. Additional Contractor Information for the BID's Consideration

The purpose of this section is to enable Contractors to provide information they feel is necessary but was not requested in the RFP. If services outside the requirements in this RFP are proposed, separate pricing for these items should be listed in Section 13.

Contractors may:

- Discuss innovative techniques, programs, or tools that are outside the scope of the RFP;

- Provide any additional information and raise any issues they think necessary of relevant; and
- Address potential issues relevant to the RFP and the proposal

12. Pricing

Based upon the Preliminary Scope of Work attached as Appendix B.1, the Contractor shall provide a cost proposal in substantially the format show in Appendix B.2, as well as indicate anticipated percentage increases in years 2 and 3. The Contractor is expected to comply with all local, state and federal regulations regarding wage rates. The DWBID expects the Contractor to compensate its employees at rates that will attract skilled and dedicated personnel while allowing the Contractor to remain competitive. The DWBID will pay only for hours worked and documented.

Please provide:

1. A complete list of proposed supplies, uniforms and equipment, with options for procurement.
2. A detailed breakdown for each category noted, including personnel, equipment, training, uniforms, and facility costs, as well as overhead and profit for each year. Provide service levels and frequencies.
3. The price for full-performance bond for 2019 services.

13. Contract and Exhibits

Please list any potential issues regarding the contract form attached.

-DRAFT-
**Contract for “Clean and Safe” Services for
the
Downtown Worcester Business Improvement District**

THIS CONTRACT FOR “CLEAN AND SAFE” SERVICES (this “Contract”) is made between the **Downtown Worcester Business Improvement District, Inc.**, a Massachusetts non-profit corporation (“DWBID”) and _____, a _____ (“Contractor”) as of the _____ day of _____, 201__.

Preliminary Statement

DWBID was created to implement and manage programs and services in the Downtown Worcester Business Improvement District (the “District”) which are integral to making the District a thriving and economically competitive environment for businesses, employees, students, residents and visitors. The programs which are the subject of this Contract will supplement basic services provided by the City of Worcester (the “City”) and are intended to enhance the experience for everyone who works, lives, visits, or attends classes in the District, to attract new business to the area, and to increase the value of all property types in the District. The District was established in November 2018 by a vote of the Worcester City Council pursuant to Chapter 40O of the Massachusetts General Laws and encompasses the area shown on Exhibit A, District Boundaries. DWBID will be funded by fees assessed by the City against all property owners in the District.

The District wishes to engage Contractor to provide customer-focused, professionally managed, public realm cleaning, maintenance, hospitality, and safety services to the District.

It is the intention of DWBID and this Contract that outgoing, informed, well-groomed and well-trained cleaning, maintenance, hospitality and safety ambassadors will maintain public rights of way, street furniture, equipment and plantings, in impeccable condition and provide a highly visible, professional, friendly and helpful presence on the streets, welcoming and assisting workers, shoppers, students, residents, tourists and other visitors to the District.

Contractor is willing to provide such services.

Therefore, in consideration of the following terms, conditions and mutual promises, the parties hereby agree as follows:

DRAFT CONTRACT
PAGE 1 OF 14

1. Scope of Service

Contractor agrees to fully perform for DWBID the services identified on Exhibit B, Work Plan (“Work Plan”).

Contractor and DWBID acknowledge that modifications may need to be made to the Work Plan after Contractor assesses the level of City services and needs of the District. Contractor and DWBID agree to finalize the Work Plan on or before March 8, 2019. Any associated adjustments in compensation shall be made in accordance with the Pricing Schedule attached as Schedule C-1. Any such modifications shall be evidenced by an amendment to this Contract.

Contractor shall manage and administer all services and work contemplated pursuant to this Contract (the “Work,” which term shall include all labor, materials, equipment, communication, coordination and training, supervision and management required by this Contract). Contractor shall exercise Contractor’s best skill, attention, experience and judgment in furthering the interests of DWBID, shall furnish at all times an adequate number of trained personnel and supply of materials and shall perform the work and services required hereunder in a diligent, efficient and first-class manner consistent with the intention of this Contract. Contractor shall be solely responsible for, and have control over means, methods, techniques, sequences and procedures and for directing the performance of, and coordinating all aspects of, the Work hereunder; however, all Work contemplated by this Contract shall be subject to supervision and inspection by DWBID and must be satisfactory to DWBID in all respects. DWBID reserves the right to request reasonable changes in the Work Plan and in the work force, including, without limitation, adding or reducing services to accommodate special events and/or holidays and expanding or reducing services as required to meet the needs of the District or budget. Any such changes will be requested in writing and evidenced by an amendment to this Contract. If DWBID requests any such changes, an equitable adjustment shall be made to the compensation payable hereunder in accordance with the rates set forth in the Pricing Schedule attached as Schedule C-1.

Contractor and DWBID shall cooperate with one another to carry out the intention of this Contract.

2. Compensation

Contractor shall be compensated in accordance with the provisions set forth in Exhibit C, Contractor Specific Terms.

3. Effective Date and Termination Date

This Contract shall be in full force and effect for the term identified in Exhibit C, Contractor Specific Terms, unless sooner terminated, in accordance with the provisions of this Contract.

4. DWBID's Representative

DWBID has designated the person identified in Exhibit C, Contractor Specific Terms, as its authorized representative who shall have express authority to bind DWBID with respect to all matters requiring DWBID's approval or authorization.

5. Contractor's Team

Contractor has designated the individuals listed in Exhibit C, Contractor Specific Terms, as the managers and supervisors assigned to the Work under this Contract ("Contractor's Team"). Contractor has designated the individual listed as "Project Manager" on Exhibit C as its authorized representative who shall have express authority to bind Contractor with respect to all matters hereunder and who shall be Contractor's primary interface with DWBID throughout the term of this Contract. No change shall be made in the membership of Contractor's Team without DWBID's prior written approval. DWBID may require the replacement of any member of Contractor's Team without cause upon notice to Contractor.

The parties shall provide to each other telephone numbers, email addresses and/or instant messaging codes in order that the authorized representatives of each party, and others as necessary, may communicate with each other at all times.

6. Cooperation and Coordination

DWBID may award other contracts for additional and/or related work. Contractor shall fully cooperate with such other contractors and Contractor shall coordinate its Work with the work provided under such other contracts. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

Contractor shall cooperate and coordinate with City forces, neighboring businesses and their forces, including, without limitation, building and university security staff, and other private contractors retained by DWBID and their forces in a manner which best serves the interests of the District. No compensation shall be made to Contractor because of any costs which may be incurred as a result of any delays to its forces and equipment caused by the operations of DWBID, the District, the City or by neighboring business and their forces.

7. Conduct of Contractor Personnel

Contractor personnel will interact with the general public, District property owners and other contractors and vendors in a courteous, cooperative and professional manner. Personnel shall maintain the highest standards of conduct, a positive attitude and a friendly and helpful demeanor when performing service in the District. Contractor personnel shall wear complete, clean and properly maintained uniforms as determined by DWBID and always present a neat and professional manner of appearance to allow for quick and clear identification.

Contractor personnel shall be thoroughly screened and shall be trained with regard to equipment operation, cleaning methods, safety and emergency response, courtesy, history, knowledge of the District’s primary attractions, businesses and services, and such other subjects as the DWBID may reasonably require.

DWBID may require Contractor to remove any employee who DWBID deems, in its reasonable judgment, to be incompetent, careless, rude, insubordinate, or whose presence in the District is contrary to the public image that DWBID desires to maintain and the services DWBID desires to deliver in the District.

8. Hours of Work

Hours and frequency for cleaning and maintenance services will be as set forth in Exhibit B, Work Plan. Hospitality and safety ambassadors shall be on the streets in the District between the hours of 7 am and 11 pm, Eastern Time, Monday – Sunday, except as otherwise directed by DWBID Contractor employees shall report for duty in all weather conditions within the bounds of reason and safety.

9. Communications

Contractor shall operate a dispatch and communications system from 7 am until 11 pm, Eastern Time, daily (except as otherwise directed by DWBID) that maintains constant contact with, and deployment and control of, cleaning, maintenance, hospitality and safety ambassadors, supervisors and management, handles communications from DWBID, its members and the public, and provides real-time information to the DWBID office and access by DWBID to the system for the purpose of tracking work orders, responses to complaints, and similar matters. The communication system shall also provide real-time information to DWBID, and, as necessary, to the Worcester Police Department (“WPD”), Fire Department (“WFD”), Department of Public Works (“DPW”), governmental agencies and private building/university security forces regarding events, crime, disruptions, emergencies and other critical information in the District.

10. Labor and Materials

Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, water, fuel, transportation, rented premises for office, staff training, changing rooms, storage, communications center, and other facilities and services necessary for proper execution of the Work. DWBID will provide Contractor with its sales tax exemption number, which Contractor shall use to purchase materials and equipment required to carry out the Work for which DWBID Contractor will reimburse it shall use environmentally sustainable, safe and efficient cleaning products, methods, and equipment. Supplies and materials shall conform to all applicable industry standards and comply with applicable laws and regulations.

11. No Obstruction
Contractor shall coordinate with DWBID to schedule Work that will affect District property owners and businesses, conduct all operations, and perform the Work so to cause minimum possible obstruction to pedestrian travel and vehicular traffic. Contractor must submit traffic control plans to DWBID for work if any portion of a public street or sidewalk will be obstructed by such Work. If DWBID approves of such obstruction, then Contractor, must obtain the approval of the appropriate public agency, as applicable, at Contractor's expense, prior to starting Work.

Contractor trucks, vans, and other equipment and materials, shall not obstruct pedestrian or vehicular traffic, bus lanes, loading docks, parking areas or driveways, or access into businesses, and shall not be parked or stored on or near such areas. Contractor will promptly comply if asked by DWBID or property owners to move its vehicles if DWBID or property owners deem the parking place or storage space inappropriate.
12. Special Events
Special events, such as concerts, block parties, art shows, auto shows, corporate promotions and annual celebrations, may be scheduled in the District. Contractor shall provide extra personnel at the site, as required by DWBID, to ensure required access, to give directions, answer questions and provide safety and hospitality services.
13. Public Safety
Contractor shall be responsible for recommending, maintaining and supervising safety precautions and programs in the District in connection with the performance of this Contract. Contractor shall erect and maintain, as required by law, by existing conditions or the performance of this Contract, reasonable safeguards for safety and protection, including posting signs and other warnings against hazards and notifying owners and users of adequate sites and utilities. Contractor shall cooperate with DWBID in carrying out safety programs initiated by DWBID in the District.
14. Site Protection
During the performance of any Work hereunder, Contractor shall protect existing trees and other plantings which are not to be removed and adjacent buildings, street furniture, utilities and paved surfaces which are to remain.
15. No Interruption of Services
Contractor will certify that no strike, boycott, picketing, work stoppage, slowdown, or other labor activity directed against Contractor or others will cause an interruption or reduction in the services required under this Contract.
16. Non-Discrimination
Contractor will not discriminate against any qualified employee of applicant for employment, subcontractor or person or firm seeking to provide goods or services to Contractor because of race, ethnicity, color, national origin, religion, belief, ancestry, age, gender, sexual orientation or preference, disability, or marital status. Such prohibition

against discrimination shall include, but not limited to, the follow: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

17. Insurance

Insurance secured by Contractor shall be issued by insurance companies licensed to do business in Massachusetts having a Best's Investment Guide rating of not less than A:X, and otherwise acceptable to DWBID in its sole and absolute discretion. The coverage provided will be primary insurance as to all claims hereunder and will provide that any insurance carried by DWBID is excess and non-contributing with any insurance requirement of Contractor. Contractor's insurance shall be in force on the date of execution of this Contract and shall remain continuously in force for the duration of this Contract.

Contractor shall secure and maintain, and shall cause all subcontractors and permittees to maintain, in effect the following insurance:

- (a) Workers Compensation insurance that meets statutory requirements with limits of at least \$500,000 per accident, and \$500,000 per disease and contains a waiver of subrogation with regard to DWBID.
- (b) Employer Liability insurance with a minimum limit of \$1,000,000.
- (c) Commercial General Liability insurance, written on an ISO Occurrence form CG 00 01 1093 or equivalent, including, without limitation, premises and operations coverage, products and completed operations coverage, advertising and personal injury coverage, independent contractors liability coverage, contractual liability coverage and terrorism coverage, with limits per occurrence for bodily injury and property damage of at least \$1,000,000, with an annual aggregate of not less than \$2,000,000. Said limits shall apply to this Contract notwithstanding any other contracts to which Contractor may be a party. The City, DWBID and its members, directors and employees shall be named as additional insureds, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (11 93) AND CG 20 37 (10 01) or CG 20 33 (10 01) or equivalent. Completed operations coverage shall be maintained for at least three (3) years after the expiration of the Contract.
- (d) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with a combined single limit of not less than \$1,000,000, naming DWBID, its members, directors and employees as additional insureds.
- (e) Umbrella Liability coverage, including all coverages listed under Section 17(c) above, with a minimum limit of \$10,000,000, naming DWBID, its members, directors and employees as additional insureds.

- (f) A third-party bond in favor of DWBID covering mobile equipment and materials used by Contractor with a coverage limit of not less than \$250,000.

Evidence of coverage is to be provided on a DWBID-approved Certificate of Insurance. A 30-day written notice to DWBID is required if a policy is canceled, not renewed or materially changed.

Acceptance of the insurance by DWBID shall not relieve, limit or decrease the liability of Contractor. Any policy deductibles or retention shall be the responsibility of Contractor. DWBID does not represent that the insurance requirements above are sufficient to protect Contractor's interest or provide adequate coverage.

Contractor waives all of its rights of recovery against DWBID because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. Contractor waives any of its rights of recovery against DWBID because of a lack of insurance coverage. Contractor shall obtain similar waivers from all of its subcontractors and all other parties engaged by Contractor.

Contractor shall maintain property insurance on all real and personal property owned by it or in its possession, including, without limitation, coverage against loss of computerized data.

Contractor waives all of its rights of recovery against DWBID for loss or damage to any of its equipment, machinery, tools or property that is used in connection with this Contract. Contractor shall obtain a similar waiver from all of its subcontractors and all other parties engaged by Contractor.

DWBID may direct that copies of the actual insurance policies or endorsements, and renewals or replacements thereof, be submitted to DWBID.

18. Transfer of Interest

Contractor shall not delegate any interest in this Contract, and shall not assign, transfer, convey or otherwise dispose of any interest in the same in any manner. Contractor shall not merge or change its ownership structure in any material way, without the prior written approval of DWBID.

19. Sub-contractors and Vendors

Contractor may subcontract services under this Contract only with the prior written approval of DWBID, which may be withheld in DWBID's sole and absolute discretion.

Contractor shall cause any approved subcontractors to comply with the obligations of Contractor under this Contract, including but not limited to insurance and indemnity requirements.

Contractor shall utilize bidding policies adopted by DWBID, if any, when selecting subcontractors.

20. Compliance With Laws

Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, executive orders and rules that are now, or may in the future become, applicable to Contractor or the services covered in the Work Plan. Contractor shall be responsible for obtaining all licenses, permits and bonds required by any governmental agency having authority over any activity included in the Work Plan and for paying all sales, consumer, use, income, employment and other taxes except as specifically set forth herein. If Contractor shall discover any provisions in this Contract, the Work Plan or any direction of DWBID or its agents which are contrary to or inconsistent with any such laws, ordinances, regulations, executive orders or rules, it shall immediately report such inconsistency to DWBID in writing.

21. Performance Monitoring

DWBID will monitor the performance of Contractor against goals and performance standards agreed upon by the parties and set forth in Exhibit C. Substandard performance as determined by DWBID in its sole and absolute discretion will constitute non-compliance with this Contract in accordance with Section 29 hereof.

During the term of this Contract, Contractor shall submit to DWBID within the timeframe specified on Exhibit C, Contractor Specific Terms, such reports as DWBID may reasonably require.

22. Independent Contractor; No Joint Venture

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any Work or services required by Contractor under this Contract shall be considered employees or sub-contractors of Contractor only and not of DWBID; and Contractor shall be solely responsible for their conduct. Contractor shall be solely liable for and shall pay all employer contributions and taxes imposed by the Commonwealth of Massachusetts and the federal government, and any and all claims that might arise, including claims under the Workers' Compensation Act of the Commonwealth of Massachusetts or any other state, on behalf of said employees or other persons while so engaged in any of the Work or services to be rendered pursuant hereto, shall be the sole obligation and responsibility of Contractor.

Nothing in this Contract is intended to create, nor shall anything in this Contract be construed or interpreted as creating a partnership, joint venture, agency, or any other such mutual relationship between DWBID and Contractor. Contractor shall have no power or authority to bind DWBID or the City.

23. Indemnification

Contractor agrees to defend, indemnify and hold harmless DWBID, its members, directors, officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorneys' fees, resulting directly or indirectly from (i) an act or omission of Contractor, its employees, its agents, subcontractors, or employees of subcontractors, in the performance of the Work pursuant to this Contract; or (ii) Contractor's failure to comply with any applicable law, ordinance, regulation, executive order or rule; or (iii) the use, misuse, or failure of any equipment by Contractor or its employees, whether such equipment is owned by Contractor or DWBID; or (iv) the failure of Contractor to fully perform, in any respect, any of its other obligations under this Contract.

24. Records, Books, Audits, Inspections

Contractor shall keep accurate records and books in accordance with generally accepted accounting principles.

Such records and books shall include but are not limited to employees' timesheets reflecting hours worked; payroll records; accounts receivable and payable; purchase orders and sales receipts; and liabilities and payments rendered for the purposes of the Contract.

All records and books of Contractor related to this Contract shall be available upon reasonable notice at any time during normal business hours at the offices of Contractor in Worcester, Massachusetts, as often as DWBID deems necessary for the purpose of audit or inspection, to make excerpts or transcripts, and for purposes of verifying compliance with the terms of the Contract and with applicable laws.

DWBID reserves the right to review all invoices prior to payment and to adjust them accordingly for any billing discrepancies discovered. In addition to financial audits, DWBID may conduct periodic operational audits, performance evaluations and random site inspections to assess the methods, timeliness and effectiveness of service delivery.

25. Ownership of Materials and Property

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, marketing materials, reports, uniforms, supplies and equipment, and other materials and property paid for by DWBID pursuant to this Contract or resulting from performance of this Contract (the "Materials") shall become the property of DWBID upon expiration or earlier termination of this Contract or upon request by DWBID at any time before then. DWBID or its assignees or designees may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to Contractor.

26. Intellectual Property

DWBID owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the DWBID logo, other branding or branded materials, and any work created, in progress, produced or completed and paid for pursuant to this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media (“Intellectual Property”).

All Intellectual Property under this Contract will be the exclusive property of DWBID its assignees or designees and will be surrendered to DWBID immediately upon completion, expiration, or termination of this Contract. Contractor represents and warrants that the Intellectual Property does not and will not infringe upon any intellectual property rights of other persons or entities.

27. Representations and Warranties

Contractor represents that it has visited the District, is familiar with the basic services to be provided by the City, has become generally familiar with local conditions under which the Work is to be performed and has correlated personal observations with the Work Plan attached as Exhibit B.

Contractor warrants that the Work furnished hereunder shall be rendered competently by Contractor’s personnel who shall be qualified and trained in accordance with the procedures set forth in Contractor’s proposal to DWBID dated _____, 2019. Contractor further warrants that such Work shall comply with all requirements of federal, state and local laws, ordinances, regulations, executive orders and rules, including, without limitation, the Occupational Safety and Health Act of 1970 and the Immigration Reform and Control Act of 1986.

28. Conflict of Interest

By signing this contract, Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with DWBID. If Contractor is unclear if a conflict of interest exists, Contractor will immediately contact DWBID, and DWBID will make a determination.

DWBID shall notify Contractor if DWBID becomes aware of any potential conflicts with Contractor’s other activities.

Contractor agrees that no elected official, employee or agent of the City nor any director or any employee of DWBID shall have any interest, financial or otherwise, directly or indirectly, in this Contract.

29. Termination for Cause and Remedies

If either party fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, and such failure is not cured within thirty (30) days after written notice has been given in accordance with the provisions of this Contract or, if a cure cannot reasonably be completed within such 30-day period, a cure has not been commenced or is not being diligently prosecuted to completion within such thirty (30) day period, then the non-defaulting party shall have the right to terminate this Contract upon seven (7) days' additional written notice.

In the event of a termination of this Contract for breach by Contractor, DWBID shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by DWBID as a result of the breach.

Notwithstanding the above, Contractor shall not be relieved of liability to DWBID for damages sustained by DWBID as a result of any breach of this Contract by Contractor. DWBID may, in such event, withhold payments due to Contractor for the purpose of set-off until such time as the exact amount of damages due to DWBID is determined.

Contractor, at its sole cost and expense, will promptly correct any deficiencies in its performance under this Contract reported to it by DWBID. If substandard performance by Contractor has been noted and not remedied within seven (7) days after written notice (subject to availability of materials, parts and equipment), the Work may be performed by DWBID by other means, and the cost thereof shall be deducted from any money due or to become due Contractor.

No waiver by either party of any default by the other party in the performance of any provision of the Contract shall operate as or be construed as a waiver of any future default, whether like or different in character.

The rights or remedies provided for herein shall not limit DWBID in case of any default by Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

30. Termination by DWBID for Convenience

DWBID may, at any time, terminate this Contract for its convenience and without cause upon thirty (30) days' written notice to Contractor. Upon receipt of such written notice, Contractor shall cease operations as directed by DWBID, take any action directed by DWBID for the protection and preservation of any ongoing Work, and unless DWBID elects to assume existing subcontracts and purchase orders or otherwise directs Contractor, terminate any existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for DWBID's

convenience, Contractor shall be entitled to receive payment for Work executed through the termination date together with any direct, substantiated costs incurred as a result of such termination and a termination payment equal to one month's fee payable hereunder.

31. Retention of Records

Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the expiration or earlier termination of the term of this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

32. Applicable Law

The laws of the Commonwealth of Massachusetts shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation, which may arise hereunder, will be in those courts located within Worcester County, Massachusetts, regardless of the place of business, residence or incorporation of Contractor. The parties agree that if any clause or provision of this Contract is declared to be invalid or unenforceable by a final decision of any court of competent jurisdiction, it is the intent of the parties that the remainder of this Contract shall not be affected thereby.

33. Notices

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by certified mail, return receipt requested, or via recognized overnight delivery service or hand delivery with a signed receipt, to the other party at the address listed on Exhibit C.

At any time during the term of this Contract, either party may change its notice address by providing written notice to the other party.

34. No Recourse

Contractor shall look solely to the funds appropriated to DWBID for the satisfaction of any claim by Contractor hereunder. No member, director, officer or employee of DWBID or Contractor shall have any personal liability in connection with this Contract.

35. No Waiver

The failure of either party to insist upon strict performance of any of the terms or conditions of this Contract or such party's rights hereunder in any one or more instances shall not constitute a waiver by the party of such performance, terms, conditions or rights at any future time. Any waiver shall be effective only if in writing and signed by a party's authorized representative.

36. Exhibits

The following exhibits are attached and made part hereof by reference:

Exhibit A: District Boundaries

Exhibit B: Work Plan

Exhibit C: Contractor Specific Terms

37. Entire Contract

This Contract, together with the Exhibits hereto and the Request for Proposal December, 2018, and Contractor's proposal in response thereto constitutes the entire agreement between the parties. In the event of a conflict, this Contract and the Exhibits shall have priority over the Request for Proposal and Proposal.

[Signatures on next page]

IN WITNESS WHEREOF, Contractor and DWBID have caused this Contract to be executed, respectively, by their proper officers as of the date first written above as follows:

FOR THE CONTRACTOR:

FOR DWBID:

Printed _____

Printed _____

Its _____

Its _____

Exhibit A
District Boundaries

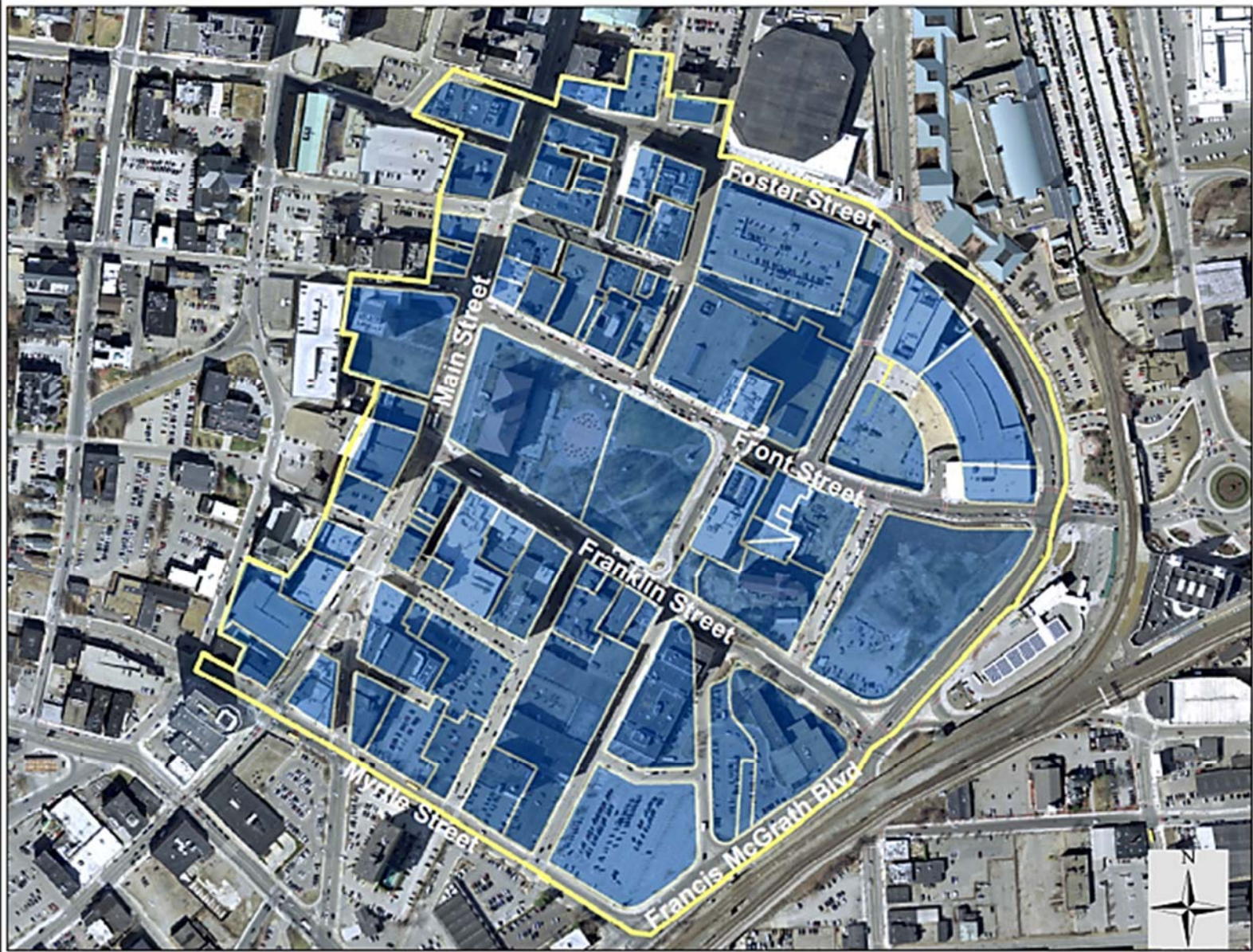


Exhibit B
Work Plan

The following materials are part of the Work Plan:

Work Plan: _____
Drawings: _____
Specifications: _____
Written Addenda: _____
Request for Proposal _____
Proposal: _____

If there is a conflict between any documents, the priority shall be: Contract, including Exhibits, Written Addenda, Specifications, Drawings, Request for Proposal, Proposal.

Exhibit C
Contractor Specific Terms

The following terms are specific to this Contract. Titles and references to contract sections are for convenience only.

1. Contractor Project Team:
Project _____ Manager: _____
Other Managers: _____
Supervisors: _____

2. DWBID authorized representatives:

Troy Siebels

3. Compensation

Compensation shall be paid to Contractor monthly in arrears based on the Pricing Schedule and Budget attached hereto as Schedules C-1 and C-2. Invoices shall be submitted to DWBID by Contractor accompanied by supporting documentation, including, without limitation, timesheets, payroll records and receipts, at the notice address listed below or via e-mail (preferred) at: _____, at least 30 days prior to any payment due date. Each invoice shall include the full name of each person who worked during the period, total hours worked during the period, hourly billable rate and total billable cost of each employee for the invoice period. DWBID shall be charged only for actual hours worked by Contractor personnel/and supplies purchased and stored at Contractor's office/storage site in accordance with the Budget.

4. Effective Date and Termination Date

This Contract shall be effective on Month X, 2019, and shall expire on Month X, 2022, unless sooner terminated pursuant hereto.

5. Performance Monitoring

Contractor shall submit reports to DWBID in substantially the forms attached hereto as Schedule C-3, as noted below.

Financial Reports–Due on the _____ day of each Month
Staffing Reports–Due on the _____ day of each Week
Incident Reports–Due on the _____ day of each Week.

DRAFT CONTRACT
PAGE 17 OF 18

6. Notice Address

To DWBID:

Downtown Worcester Business Improvement District, Inc.
2 Southbridge Street
Worcester, Massachusetts

With copy to:

To Contractor:

Attn: _____

DRAFT CONTRACT
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Appendix A (Exhibits 1-2)

Appendix A.1: DWBID Service Area Map



Appendix A.2 DWBID Improvement Plan

WORCESTER BUSINESS IMPROVEMENT DISTRICT IMPROVEMENT PLAN

Pursuant to Massachusetts General Laws Chapter 400

WORCESTER, Massachusetts
Filed: October 11, 2018

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WORCESTER BUSINESS IMPROVEMENT DISTRICT IMPROVEMENT PLAN

Over the past 40+ years, Business Improvement Districts have been a proven tool in over 1,200 large and small communities across the United States. Through self-imposed fees for services, property owners have aided in the renewal of their districts by cooperatively pooling resources to provide a wide range of services and programs not provided in the communities' basic public services. BIDs provide the vehicle for communities to customize and prioritize supplemental services that will benefit everyone who owns property, lives, works, studies, or visits the District. Historically, these service elements have included:

- Physical improvements
- Supplementing public services
- Improving the downtown marketplace
- Marketing and public relations
- Arts and culture
- Addressing social needs
- Improving access and mobility
- Guiding economic development

In 2012, a public/private partnership created the Theatre District Plan for downtown Worcester. Significant progress has been made to implement the plan with new residential units, investment and redevelopment in critical properties, new entrepreneurs and businesses, streetscape improvements, and a lively arts and culture scene. These investments and new alliances have created the building blocks for future success.

The Worcester BID provides an equitable structure for property owners and other stakeholders to collaborate to sustain the downtown momentum into the future. New opportunities have expanded the boundaries of the Theatre District plan. The BID expands the district boundary and outlines a comprehensive program to leverage investment in the downtown and benefits all who use it.

The following is a brief description of the Worcester BID Improvement Plan components within the approved area (the "District").

I. THE PEOPLE DISTRICT - CULTURAL PLACEMAKING

The BID will incorporate a cultural “lens” to undertake physical improvements and activities that will unify the district, improve the user experience and development opportunities and create a vibrant destination for all stakeholders. The BID will develop partnerships with the City and cultural organizations to implement a multifaceted approach to create a downtown where people want to live, work and visit. The BID will create a destination, provide active programming, promote development opportunities and improve connections through quality design. Additionally, the Worcester BID will develop partnerships to intentionally activate downtown spaces to spur arts and cultural programming in the downtown to encourage community engagement and interest.

A. Program Elements

1. Artist designed activities
2. Storefront activation
3. Streetscape improvements to improve walkability
4. Enhanced and decorative lighting
5. Parking directional signage
6. Banners
7. Destination events
8. Art/Cultural programming.

B. Objectives

1. Increase the number of visitors and expenditures in the BID.
2. Enhance employee, student and resident user experience.
3. Enhance visitor experience.
4. Increase occupancy for retail, office and residential opportunities.
5. Develop vibrant arts and cultural events
6. Engage the artist community
7. Create an art focused destination

II. THE WELCOME DISTRICT - BEAUTIFICATION AND HOSPITALITY

The BID will initiate a CLEAN TEAM to supplement city services to elevate the level of maintenance and attention to detail throughout the District. These activities will project a destination that is attractive to businesses and employees, walkable for pedestrians, and welcoming for visitors and residents. In addition, the BID will offer enhanced safety and hospitality services in the District. Hospitality Ambassadors will provide information, troubleshoot problems, and assist visitors and others in need.

A. Program Elements

1. Enhanced maintenance
2. Power washing & graffiti removal
3. Enhanced landscaping and maintenance
4. Street fixture maintenance and upgrades
5. Sidewalk snow removal
6. Customer service technology
7. 12-18 Hour Ambassador Services
8. Frontline hospitality and training
9. Partnerships for social service outreach
10. Support for events and place making activities
11. Visitor/Business interface

B. Objectives

1. Create a positive user experience
2. Elevate the physical appearance of the District
3. Elevate perceptions of safety and hospitality

III. THE INNOVATION DISTRICT – MARKETING AND PUBLIC RELATIONS

The BID will promote downtown Worcester as a destination to a broad audience of entrepreneurs, residents, students, and visitors to increase foot traffic, bolster retail sales, promote development, residential, cultural and academic opportunities, and enhance the perception of the downtown for all stakeholders.

A. Program Elements

1. Create consistent and sustainable marketing/public relations program
2. Launch social media
3. Promote innovation and entrepreneurship

B. Objectives

1. Increase awareness of district business, cultural and residential opportunities
2. Attract business, residents, visitors to District
3. Brand District as a desirable cultural/business and residential destination

IV. THE VOICE FOR THE DISTRICT – ADVOCACY

The BID will provide advocacy and lean management to support the District social and development goals.

A. Program Elements

1. Advocacy for the District on Priority Issues
2. Provide Cost Efficient Management

B. Objectives

1. Minimize Administrative Costs
2. Create a Unified Voice for the District.

V. ADMINISTRATION/MANAGEMENT

The BID will be managed by the Board of Directors of the Worcester Business

Improvement District, Inc. (the "Corporation"), a non-profit corporation whose directors will be participating members of the Worcester BID. The Corporation will contract for appropriate office space, equipment and general staff support for its administrative operations. The offices of the Corporation will be located within the District.

A. General Provisions

1. With the approval of the Board of Directors, the Corporation may provide such additional programs and services as are permitted by law.
2. The District shall exclude residential condominiums and single family residences.
3. The Corporation, on its behalf, may incur indebtedness in the course of providing the programs and services permitted by law.
4. The Board of Directors will set policy and the budget for the BID. Daily operations will be conducted by Worcester BID staff.
5. The Corporation, acting through the Board of Directors, shall have all of the powers permitted by G.L. c. 400 and other provisions of law, and as set forth in its Articles of Organization and its By-Laws.

VI. SERVICES OF THE CITY OF WORCESTER

The City of Worcester will enter into a Memorandum of Understanding to provide baseline municipal services within the District.

A. Baseline Services

The Memorandum of Understanding will include detailed lists of programs and levels of services currently provided by the City through its respective municipal departments (the Baseline Services), which the City shall continue to provide within the District.

C. Baseline Plus-City Participation in BID

The BID will negotiate with the City of Worcester a Memorandum of Understanding that will outline how the City will participate in the BID.

D. Rules and Regulations

The City will not to impose additional rules and regulations upon the BID or the Board of Directors for the BID, as defined herein.

VII. FEE STRUCTURE

A. Worcester BID Fee Formula

All private and public properties are included in the District fee structure except

residential condominiums and single family residences. The Worcester BID annual fee formula is:

1. Commercial properties will have a fee equal to the assessed value multiplied by .003. The fee structure for properties with Tax Increment Financing agreements is based on the underlying assessed value provided annually by the City of Worcester assessor.
2. Commercial residential buildings (other than single family residences) will have a fee equal to the assessed value multiplied by .003.
3. Mixed use properties will have a fee equal to the assessed value multiplied by .003.
4. Nonprofit properties will have a fee equal to the assessed value multiplied by .003.
5. Public properties will have negotiated fee agreements with contributions of cash and/or in-kind services.
6. Colleges and Universities will have negotiated fee agreements with contributions of cash and/or in-kind services.
7. Residential condominiums and single family residences are exempt from the fee.

B. Waiver of Fee

The BID may waive or reduce the annual District fee for any member for whom the imposition of such a fee would create a significant financial hardship based on policies established by the Board of Directors considering such criteria as:

- Protection sought under the Massachusetts or federal laws of bankruptcy or insolvency;
- Foreclosure by a mortgage holder; or
- Less than 30% occupancy and documentation of inability to cover debt service ratio.

Applications for waivers will be available annually at the offices of the BID. The BID may request additional or sufficient information from the member to evaluate the claimed hardship. Applications will be reviewed by the Board of Directors, or a committee designated by the Board of Directors. A member not satisfied with the initial decision on the waiver may request a meeting with the Board of Directors to review the decision. The decision of the Board of Directors is final.

IX. BUDGET STRUCTURE

The fiscal year of the BID shall be as determined by the Board of Directors. The structure of the budget is outlined in Exhibit 1 to this Plan. The budget includes income and expenses, which are both "cash/or cash equivalents" and "in-kind." The proposed budget for Year One is attached to this Plan as Exhibit 1.

X. AMENDMENTS AND UPDATES

This Improvement Plan may be amended as permitted or as required by Mass. G.L. c. 400, as amended from time to time. This Improvement Plan shall, within the limitations described in G.L. c. 400, § 9, be updated by the Board of Directors at least once every three (3) years, and each update shall be effective upon approval of a majority of the electors. An amendment of the Improvement Plan in accordance with G.L. c. 400 shall be deemed an update of the Improvement Plan.

**WORCESTER BUSINESS IMPROVEMENT DISTRICT
IMPROVEMENT PLAN –Year 1 Budget**

The actual annual budget for the BID will be dependent upon the assessed value of taxable properties and other participating properties within the BID. The BID shall undertake the supplemental services set out in this plan in accordance with a detailed operating budget established annually by the directors. The budget may include such reasonable reserves as the directors deem necessary, and annual expenditures shall generally be in accordance with the following allocations:

Exhibit 1

INCOME		
BID Fees		\$ 950,000.00
Public-Exempt		
Private-Exempt		
Other Contributions & Income		\$ 50,000.00
TOTAL		
TOTAL INCOME		\$1,000,000.00
EXPENSE		CASH
	IN	
Cultural Placemaking		200,000.00
Beautification/Hospitality /Safety		550,000.00
Marketing and Public Relations		150,000.00
Advocacy /Administration		100,000.00
All Other Expenditures Permitted By Law		
TOTAL		\$1,000,000.00
TOTAL EXPENSES		

Appendix B (Exhibits 1-2)

Appendix B.1: Preliminary Scope of Work

DRAFT SCOPE OF WORK

1. Clean sidewalks, curb lines, public fixtures using mechanical equipment and manual cleaning techniques. Reset or replace individual pavers and bricks as necessary.
2. Powerwash and scrub sidewalks using pressurized mechanical equipment.
3. Maintain streetscape surfaces to be free of film, dirt, residue, liquids, and odors, including sidewalks, kiosks, bus shelters, light poles, planters, and trash receptacles.
4. Maintain surfaces free of new spots, gum, stains and other substances.
5. Remove graffiti, posters, stickers and similar items from public fixtures such as mailboxes, utility boxes, newsboxes, signs and signposts, benches, utility poles, hydrants, telephone booths, bus stop shelters, bike racks, traffic control boxes, and other items.
6. Remove trash, debris, and weeds from tree grates, sidewalk cracks, planters, and public areas.
7. Empty public trash receptacles, as needed, to prevent overflow.
8. Dispose of trash bags immediately. Trash bags may not remain on sidewalks.
9. Perform basic maintenance and upkeep of signage, street furniture, light pole bases and traffic control boxes.
10. Perform maintenance services and upkeep on tree boxes, trees and shrubbery, including occasional pruning.
11. Water and fertilize plants and carry out small-scale landscaping tasks and planting, as directed by DWBID management.
12. Identify and immediately report any tripping hazards on sidewalks, pedestrian zones, and open spaces.
13. Clear sidewalks, public ways and public spaces of snow on a timely and regular basis as defined by DWBID management.
14. Remove snow from sidewalks, public ways and public spaces and transport to city snow dump; when depth of snow exceeds 3” or as directed by DWBID management.
15. Identify and immediately report pedestrian hazards caused by snow and ice that have not been removed

in accordance with city ordinances, including snow covering curb cuts and access ramps, in front of bus shelters, and around fire hydrants, kiosks and catch basins.

16. Identify and immediately report pedestrian hazards caused by snow and ice in front of properties.
17. Identify and immediately report pedestrian hazards caused by snow and ice in high-traffic pedestrian areas.
18. Ensure that all seasonal lighting remains in place, securely installed and operational.
19. Monitor and immediately report deficient conditions, including but not limited to, violation of signage ordinances and policies, broken, damaged or vandalized property whether public or private, malfunction of streetscape equipment or systems, and failure of the City of Worcester to provide services as agreed or required; follow up with responsible agency.
20. Identify and immediately report graffiti and other unsightly and unsafe conditions on private property to BID management.
21. Replace posters install banners as requested by DWBID management.
22. Complete special cleaning projects, if any, as directed by DWBID management.
23. Maintain and clean equipment used to perform cleanliness and maintenance services.
24. Circulate through the District, at agreed-upon staffing levels, 365 days a year, 16 hours a day, except as otherwise directed by DWBID management, and proactively engage pedestrians with welcoming messages and offers of assistance; provide information, navigation assistance and guidance to visitors in the DWBID, which may include distributing printed material, guides to historic sites and other attractions, restaurants, theaters, retailers and hotels or referencing the DWBID website; help locate taxis and escort pedestrians in need of assistance; respond to emergencies in accordance with agreed-upon protocol. [NOTE: The DWBID recognizes that hours of coverage may vary depending on the areas of the District and on the days of the week.]
25. Visit street-level businesses to establish a positive rapport with tenants and business owners and to address needs and concerns.
26. Provide a promotional presence for DWBID events and serve as DWBID representatives at events in the District through the year.
27. Provide consistent communication from 7:00 a.m. until 11:00 p.m. daily (or as otherwise directed by DWBID) that maintains constant contact with, and deployment and control of cleaning, maintenance, hospitality and safety ambassadors, supervisors and management and also handles calls/texts/emails from DWBID members and the public and provides real-time information to the private building and university security forces, and DWBID office regarding events, crime, disruptions, emergencies and other critical information within the District.

28. Hire, train, supervise and manage cleaning, maintenance, hospitality and safety ambassadors, dispatchers and other staff to ensure high quality performance of all tasks.
29. Maintain a work order and complaint tracking system to which DWBID management has access; maintain a daily log of all incidents and activities in the District and provide weekly, monthly and on-demand incident, activity and progress reports regarding encounters or incidents in the District and outcomes, the accomplishment of specific tasks, and progress on longer term projects.
30. Keep DWBID management informed of all activities in the District. Program manager shall attend at least two weekly meetings at the DWBID office to discuss operational and general management issues.
31. Appear and give testimony in court/depositions concerning matters witnessed, as directed by DWBID staff.
32. Coordinate with social service agencies with regard to at risk and other disadvantaged persons.

NOTE: This Draft Scope of Work may be modified in connection with the finalization of the Contract.

Appendix B.2: Pricing Form

[Contractor]

Cost Sheet

Hourly Rate Breakdown					
Category	Maintenance	Hospitality	Supervisor	Manager	Other
Pay Rate	\$	\$	\$	\$	\$
FICA	\$	\$	\$	\$	\$
Workers Compensation	\$	\$	\$	\$	\$
General Liability	\$	\$	\$	\$	\$
Federal Unemployment	\$	\$	\$	\$	\$
State Unemployment	\$	\$	\$	\$	\$
Sub-total [Billing Rate = Pay + Taxes]	\$	\$	\$	\$	\$
Operating Expenses	\$	\$	\$	\$	\$
Overhead & Administration	\$	\$	\$	\$	\$
Capital Equipment	\$	\$	\$	\$	\$
Employee Benefits	\$	\$	\$	\$	\$
Profit	\$	\$	\$	\$	\$
Sub-total [Additional]	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

Overview					
Category	Maintenance	Hospitality	Supervisor	Manager	Other
Total Weekly Hours	0.00	0.00	0.00	0.00	0
Annual Hours	0.00	0.00	0.00	0.00	0
Annual Cost	\$	\$	\$	\$	\$

Total Annual Cost	\$
Profit Margin	%

Annual Cost Breakdown: Labor + Taxes (FT Personnel)					
Position	Quantity	Billing Rate (FT)	Weekly Hours	Annual Hours	Annual Cost
Cleaning/Maintenance crew	0	\$	0.00	0.00	\$
Safety/Hospitality crew	0	\$	0.00	0.00	\$
Supervisor	0	\$	0.00	0.00	\$
Manager	0	\$	0.00	0.00	\$
Other [be specific]	0	\$	0.00	0.00	\$
Subtotal	0	\$	0.00	0.00	\$
Total Annual Cost					\$

Annual Cost Breakdown: Labor + Taxes (PT Personnel)					
Position	Quantity	Billing Rate (PT)	Weekly Hours	Annual Hours	Annual Cost
Cleaning/Maintenance crew	0	\$	0.00	0.00	\$
Safety/Hospitality crew	0	\$	0.00	0.00	\$
Supervisor	0	\$	0.00	0.00	\$
Manager	0	\$	0.00	0.00	\$
Other [be specific]	0	\$	0.00	0.00	\$
Subtotal	0	\$	0.00	0.00	\$
Total Annual Cost					\$

Annual Cost Breakdown: Employee Benefits					
Benefit	Annual Cost				
Medical insurance	\$				
Dental insurance	\$				
Life insurance	\$				
Short-term disability insurance	\$				
Vacation	\$				
Holiday benefit pay	\$				
Total Annual Cost	\$				
Total Payroll Cost (Labor+Taxes+Benefits)	\$				

Annual Cost Breakdown: Operating Expenses	
Category	Annual Cost
Uniforms and accessories	\$
Branding	\$
Employee recruitment	\$
Pre-employment screening and background checks	\$
Office supplies	\$
District cleaning supplies	\$
Fuel	\$
Equipment maintenance and repairs	\$
Handheld communication devices	\$
Equipment lease	\$
Vehicle insurance	\$
Office space lease	\$
Office space utilities	\$
Storage space lease	\$
Storage space utilities	\$
Parking	\$
Staff education and training	\$
Work order tracking system software, fees	\$
Customer hotline	\$
Other [be specific]	\$
Total Annual Cost	\$
Annual Cost Breakdown: Overhead and Administration	
	Annual Cost
Payroll Services	\$
Administration Services	\$
Other [be specific]	\$
Total Annual Cost	\$

Annual Cost Breakdown: Capital Equipment (financing lease option - three-year term)				
Equipment	QTY	Total purchase price	Total Costs (Purchase price + Cost of funds)	Amt owed at end of lease
[list specific equipment in this column]	0	\$	\$	\$
Subtotal	0	\$	\$	\$
Total Annual Cost			\$	

Annual Cost Breakdown: Capital Equipment (operating lease option - three-year term)			
Equipment	QTY	Total purchase price	Cost of lease
[list specific equipment in this column]	0	\$	\$
Subtotal	0	\$	\$
Total Annual Cost		\$	