MINNEAPOLIS DID
2024 CLEAN & SAFE AMBASSADOR PROGRAM
REQUEST FOR PROPOSAL

JUNE 14, 2023
MINNEAPOLIS DID
2024 CLEAN & SAFE AMBASSADOR PROGRAM
I. INTRODUCTION TO RFP

Introduction and Overview
The purpose of the Minneapolis Downtown Improvement District (DID) is to make downtown Minneapolis a thriving and competitive environment for recruiting and retaining businesses, employees, residents, and visitors. To accomplish this, the DID utilizes sound business principles to deliver services that raise the overall standard of care and behavior in downtown’s publicly owned right-of-way. Not replacing any services provided by the city and private property owners, the DID’s services are additive and/or increased in frequency within the downtown district and delivered by contracting with third party vendors. Perceptions of downtown Minneapolis as clean & safe are essential to its health, vitality, and vibrancy. For more information on the DID please visit www.mplsdid.com.

The Minneapolis Downtown Improvement District is requesting proposals from qualified vendors to continue and improve upon a long history of successfully delivering an enhanced level of clean & safe services to downtown Minneapolis. Interested vendors should be prepared to think creatively about how to help the DID efficiently & effectively service a downtown district that continues to evolve and require the support of multiple DID services.

Roles and Responsibilities
The vendor selected for the contract will be responsible for managing a comprehensive cleaning, safety, maintenance, and hospitality-based ambassador program for the DID (as detailed in II. Proposal Requirements).

Service Area
See the attached contract for a map of the district boundaries (see IV. DID Contract for Professional Services Exhibit A – District Boundaries). The DID is composed of approximately 120 blocks in downtown Minneapolis. These blocks, distinctly diverse and economically mixed, exhibit a variety of uses and needs and varying levels and hours of pedestrian traffic. Due to the high level of service expected, it is strongly recommended that all vendors visit and study the DID district prior to submitting a proposal.

To obtain further information on the district, vendors are strongly encouraged to review both the Annual Report and Operating Plan for the Minneapolis Downtown Improvement District at the following link: https://www.mplsdid.com/reports.

Qualification to Bid
The DID will only consider proposals from vendors that have:

1. A minimum of five years of experience operating a safety and/or cleaning and maintenance program in a Business Improvement District (BID), airport, shopping mall or campus used by the general public.
2. Existing contracts for safety and/or cleaning and maintenance programs in properties or areas of a minimum of 200,000 square feet each.
One Contract/Partnership in Bidding
The scope of work in the DID Ambassador Program is comprehensive and the DID shall award one contract for management and oversight of all functions. Vendors must have direct experience with cleaning/maintenance, safety and outreach functions, or may choose to partner with another firm that offers complementary services in order to provide the full spectrum of services required. If a partnership is established, Vendor must name a primary contracting entity and designate the other as subcontractor.

Pre-Bid Meeting
The DID will convene a virtual, pre-bid informational meeting on Tuesday, June 27, 2023, @ 11:00am CST, for qualified vendors interested in submitting proposals (see Qualification to Bid). Attendance is mandatory for interested vendors and advance reservation is required. Please email Jesse Osendorf (josendorf@mplsdid.com) to acknowledge interest and a link to the meeting will be provided.

Proposal Components
Proposals must include all items noted in the attached II. Proposal Requirements document. Incomplete proposals will not be considered.

Data Privacy
The DID is under contract with the City of Minneapolis and therefore subject to data privacy laws. All information provided by vendors may be disclosed, unless the information is specifically identified as a trade secret and considered to be as such under data privacy laws. Vendors must clearly mark each page of their proposal that can justifiably be considered a trade secret.

Proposal Submittal Information
Proposals must be received on or before 3:00pm CST on Tuesday, July 25, 2023.

Please submit two (2) hard copies to:
Minneapolis Downtown Improvement District
Attention: Jesse Osendorf
81 S 9th Street, Suite 260
Minneapolis, MN 55402
AND
Submit your proposal in pdf format, either by flash drive or email to: josendorf@mplsdid.com

Selection Criteria
The DID will select a vendor whom, in its sole judgment, is the most advantageous to the DID and whom successfully demonstrates the understanding & ability to provide the required services. Each complete proposal will be evaluated on the following criteria:

1. Background knowledge related to the scope of work, demonstrated ability, and experience of management and employees.
2. Cost
3. Responsiveness to this RFP
4. Understanding of the DID mission and how to deliver services in a manner best suited to that mission.
5. Ability of the vendor to perform contract responsibilities in a timely and cost-effective manner and assume full operational capability beginning on January 1, 2024.

6. Corporate and financial stability

7. Other criteria as determined, at the sole discretion of DID Management.

Review and Award
Finalists will be determined at the DID’s sole discretion and will be invited to interview with a selection committee. The DID will negotiate a contract with the selected vendor using a Cost-Plus contract structure. The specific types, frequencies, and schedule of services will be determined at that time. Vendor management fees will be based upon the percentages identified in the Vendor’s proposal.

Termination/Rejection
The DID reserves the right, at its sole and absolute discretion, to: a) reject any and all proposals submitted without negotiation or comment; b) accept any proposal as submitted without negotiation or comment; c) require revisions to, corrections of, or other changes to any proposal submitted as conditions precedent to further consideration; d) select one or more proposals for negotiations; e) seek new proposals from new or existing vendors; and/or f) withdraw this Request for Proposal without notice.

Union Labor
The DID is neutral with respect to union versus non-union labor forces (see IV. DID Contract for Professional Services Exhibit C – General Conditions). The current DID ambassadors are members of SEIU Local 26. Non-union vendors shall be required to complete and submit the attached V. Union Neutrality Letter before a contract shall be executed.

Term
The DID funding source is approved annually by the City of Minneapolis; therefore, the DID cannot commit beyond calendar year end. The term of the contract shall be from January 1, 2024 through December 31, 2024. Vendor’s proposal shall include pricing to extend the contract for calendar years 2025 & 2026. Contract extension (beyond the initial year) may be exercised for 2 or more years at the sole option of the DID.

Further Information
Any questions or clarifications should be directed to:

Jesse Osendorf
Director of DID Operations
Minneapolis Downtown Improvement District
81 S 9th Street, Suite 260
Minneapolis, MN 55402
josendorf@mplsdid.com
(612) 656-3823
MINNEAPOLIS DID
2024 CLEAN & SAFE AMBASSADOR PROGRAM
II. PROPOSAL REQUIREMENTS

The following items are intended to clarify scope and apprise vendors of information that should be included in a proposal. Final levels of service, staffing and equipment will be determined as part of the Cost-Plus contract to be negotiated with DID management.

I. COMPANY/BUSINESS INFORMATION

Proposal should include the following information:
1. Name, address, telephone 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 current financial statements for the entity that will execute the contract and any guarantors.
8. List of any applicable licenses and permits currently held.
9. List of commercial general liability insurance policies held in conjunction with current contracts for programs similar to the DID’s Ambassador Program scope (hospitality, safety, cleaning & maintenance). Include details of policy limit amounts and describe/explain any claims that have been made on any of these policies within the last three (3) years.

II. EXPERIENCE AND REFERENCES

Proposal should include the following information:
1. Description of Vendor’s experience or contracts in Minneapolis (if any)
2. List all relevant experience (see Qualification to Bid) and provide at least three references. References should include contact names, email addresses and telephone numbers.
3. Describe each management team position and their responsibilities for executing the contract.
   NOTE: The DID will not accept bids from vendors whose officers, directors or management team personnel have past adjudicated criminal activity.

III. AMBASSADOR PROGRAM OBJECTIVES

1. Make the district a cleaner, greener, safer, and more vibrant place year-round.
2. Provide highly visible cleaning and safety patrols to convey to all constituents that downtown is cared about and safe to navigate.
3. Provide a welcoming atmosphere with helpful, friendly ambassadors who are knowledgeable about points of interest, special events, businesses, and services located within the district.
4. Provide specialized outreach team that can respond to quality-of-life concerns, assess for the appropriate intervention and engage if safety permits.
5. Provide & oversee dispatch and camera monitoring services for the Ambassador program from the Safety Communications Center within the First Precinct.
6. Provide specialized team of Ambassadors to provide hospitality services within the skyway system between November & April.
7. Track, analyze and report program results with a focus on the following: measurable improvements, operational efficiencies, program successes and areas for improvement. This information should be compiled and organized to easily demonstrate value to district stakeholders.
8. Be a go-to source for public information through hotline and ambassadors.
9. Be flexible enough to address events happening downtown with increased staffing if necessary.

IV. HOURS OF OPERATION

Ambassador Program hours of operation are 6:00am to 11:00pm, Monday through Saturday, and 6:00am to 6:00pm on Sunday (extended Sunday hours may be required in certain instances). Camera monitoring and dispatch functions (located in the MPD First Precinct Safety Communications Center) operate every hour the ambassadors are on the streets and during focused Bar Watch hours (until 4am on Friday, Saturday & Sunday). Specialized seasonal crews (May 1 to Oct 15) provide sidewalk power washing & flower watering during hours deemed advantageous to performing those tasks.

V. SCOPE OF SERVICES & PLAN TO DELIVER

Vendor shall perform services identified in the attached contract (see DID Contract for Professional Services Attachment BB – Scope of Services) as negotiated with the DID. Vendor shall maintain services and standards throughout the year on a daily basis, seven days a week.

Proposal should include the following information:

1. Description of Vendor’s plan to deliver the expected Ambassador services. Include a detailed scope of services and describe how they will be implemented. Proposed staffing levels, management structure and weekly schedule should also be included.

VI. EMPLOYMENT STANDARDS AND COURTESY

Vendor is responsible for hiring employees of sufficient quality to meet the demanding nature of the ambassador scope of work. Normal security or cleaning industry standards will not apply to this account. Vendor agrees to hire, train, and supervise its employees to ensure that any employee interaction with the public occurs in a courteous and helpful manner. Ambassadors must be friendly, approachable, knowledgeable, and proactive in assisting the public. Ambassadors must also be able to communicate in a clear and pleasant manner. In public, ambassadors will represent the DID, not their employer (the Vendor). Vendor shall provide training to staff on points of interest, special events, local businesses, and services located within the district. Ambassadors will utilize any materials provided by the DID for visitor awareness. Ambassadors staffing the Safety Communications Center (located within the First Precinct) will be required to pass additional MPD interviews & background checks.
Proposal should include the following information:

1. Describe how ambassador management, supervisors & staff will be recruited and what criteria will be used for recruitment.
2. Detail any applicable personnel policies.
3. Detail employee benefits and incentives.

VII. TRAINING

Vendor shall be responsible for all training. This shall include comprehensive training prior to initial deployment and ongoing refresher courses as scheduled. All Ambassadors shall be trained and knowledgeable about points of interest, special events, local businesses, and services located in the district. Safety Ambassadors must complete all federal and state mandated training required of security officers and hold any required security licenses. The DID reserves the right to require all employees to attend additional DID specific training programs. The mandatory ambassador training program courses shall include:

All Ambassadors:

1. Employee Code of Conduct
2. Uniform & appearance
3. Ambassador routines (including Hospitality Services)
4. DID specific information (both district & organization)
5. Customer Service and Public Relations
6. Incident Reports/Case Management Tools
7. Radio/Communications device use and etiquette
8. Data collection device use
9. Outreach and Homeless services and interaction techniques
10. Community sensitivity & cultural diversity
11. First Aid and CPR
12. Workplace Violence Training/Verbal Judo/De-escalation
13. How to use 311
14. Crisis Response Training
15. Other training as identified by DID or Vendor

Safety Ambassadors:

16. State and/or Federal Certification for security officers (Guard Card)
17. Patrol equipment Training, if required

Livability Staff:

18. Local social service agencies and how to make referrals
19. Enhanced street level engagement & safety
20. Enhanced De-escalation training

Safety Communications Center/Dispatch:

21. CCTV monitoring
22. RadioLink/Communication monitoring
Machine Operators & Drivers

23. Vehicle & equipment safety and operation

Proposal should include the following information:

1. Detail proposed training programs (both introductory and ongoing). Include information on licensure, federal and state certifications, etc.

VIII. EQUIPMENT

Vendor will provide all supplies, materials, and Vendor owned equipment to be consistent with industry standards and government requirements and regulations. Existing equipment is the property of current DID vendor and is not available for reuse. Vendor shall, as part of this proposal, recommend equipment types and quantities to execute the level of services expected by the DID. Vendor will be responsible for all insurance, licenses, training, permits, maintenance, fuel, oil & water. Vendor will also be responsible for any major or minor equipment repairs (including labor) necessary to maintain any equipment used in connection with this contract. NOTE: Minneapolis law states that bikes may not be ridden on sidewalks and gas-powered ATV vehicles may not be operated on the streets (w/o specific outfitting).

All equipment shall be branded with the DID logo and colors (as defined by DID management). Current equipment may be considered as examples of the scope of branding required. Vendor to include costs for branding in their proposal.

Vendor shall provide all supplies required for execution of services in the district. Vendor shall be responsible to comply with all regulations and ordinances related to performance of its services including appropriate use of equipment and supplies.

Proposal should include the following information:

1. Complete list & costs of proposed equipment. Describe any required maintenance and identify if equipment can be used year-round in MN climate. Include costs for branding equipment.
2. List of proposed supplies, information on the type of cleaning products that will be used, and details on any environmentally sustainable items.

IX. UNIFORMS

Clean & Safe Ambassadors are highly visible in performing their duties; thus, appearance and condition of uniforms is important for the public image of the DID. Vendor shall maintain the existing uniform standards as outlined below. All aspects of the uniform and incidental elements shall conform to these standards and be subject to DID approval.

Vendor shall maintain all uniforms, replace as required, and provide additional uniforms as necessary at its own expense. Vendor will ensure cleanliness and good condition of uniforms to highlight the appearance of ambassadors. Vendor shall be responsible for control of uniforms to ensure proper display of the DID brand at all times.

Basic uniform:

1. Short sleeved, safety green polo shirt with logo, DID name, ‘Ambassador’ and ‘I’ symbol
2. Long sleeved, safety green polo shirt with logo, DID name, ‘Ambassador’ and ‘i’ symbol
3. Name tag
4. Navy branded baseball cap
5. Navy shorts
6. Navy pants
7. Black belt
8. Black shoes

Seasonal items:
9. Safety green rain suit with logo, DID name, ‘Ambassador’ and ‘i’ symbol
10. Fleece lined blue windbreaker with logo, DID name, ‘Ambassador’ and ‘i’ symbol
11. Blue winter parka with logo, DID name, ‘Ambassador’ and ‘i’ symbol
12. Safety green knit winter caps with ‘i’ symbol

Livability Team uniform:
1. Short sleeved, navy polo shirt with logo, DID name, ‘Livability Team’ and ‘i’ symbol
2. Long sleeved, navy polo shirt with logo, DID name, ‘Livability Team’ and ‘i’ symbol
3. Name tag
4. Navy branded baseball cap
5. Fleece lined navy windbreaker with logo, DID name, ‘Livability Team’ and ‘i’ symbol
6. Navy winter parka with logo, DID name, ‘Livability Team’ and ‘i’ symbol

Proposal should include the following information:
1. Provide list, cost and pictures of proposed uniform elements. Include costs for stock and describe Vendor’s replacement standards.
2. Detail how Vendor will control the DID brand with respect to uniform use.

X. FACILITY

The DID leases a commercial space within the district at **1030 3rd Ave South** that will serve as the operations center for the Ambassador program. The space offers approximately 6,728 sq ft of combined office & garage space. Rest rooms, locker rooms and hookup for a stackable laundry unit are included. The heated garage space can be accessed through a single garage door along 3rd Ave South. An additional 728 sq ft of vehicle parking is available on the lower level of the property. All rent, insurance, taxes, gas, electric and water utility costs will be paid directly by the DID. Vendor will be responsible for costs related to any tenant improvements, routine maintenance, and cleaning of facility. Vendor will need to provide all necessary furniture and equipment for the operations center. Within the designated facility, vendor shall house all areas for management of the program including: ambassador check in area, locker rooms, uniform storage, ambassador communications, shift assignments, storage for vehicles, equipment maintenance area, general offices and any other space needed by the ambassador program. Vendor shall operate dispatch operations and monitoring of CCTV cameras from the Safety Communications Center located in MPD First Precinct.
XI. DATA COLLECTION, REPORTING & TRACKING

The DID requires a comprehensive data collection system that tracks incidents and interactions with the public, services performed, property conditions, work orders and ambassador performance. These metrics are used to demonstrate the achievements and value of the DID to stakeholders. **The organized collection of data is essential.** All activities of the clean, safe, hospitality, maintenance and watering functions must be captured. Vendor shall also track and compile staffing reports on items such as: number of employees on duty, areas patrolled, frequencies of patrols and historic information tracking the locations of ambassadors.

Not all information must be collected by the same system. Examples of data to be collected include (but are not limited to) DID specific stats of pounds of trash removed, graffiti removed and pedestrian assists.

**Proposal should include the following information:**

1. Detail methodology for tracking and reporting all data and work performed. Indicate the type of system(s) proposed and describe the capabilities for tracking incidents and interactions, querying data, and providing trend reporting and analysis. Indicate if proposed system is proprietary and provide any associated costs.

XII. COMMUNICATION

Ambassadors shall be linked to dispatch, management, and each other through a radio network. The existing radio system is owned by the DID and is available for reuse. However, Vendor can propose an alternate or additive radio technology for DID management to review and consider. Vendor shall also provide a communication system that enables real time communication with all on duty ambassadors and real time logging of all activity & data.

Ambassadors shall also be linked to each other and other security forces downtown (private property security forces, MPD, etc.) through RadioLink. A RadioLink connection will be provided by DID for use by dispatch and ambassador supervisors. Vendor will staff an ambassador supervisor to be available by phone every hour the ambassadors are on the streets.

The DID provides a hot line for the general public to call for information or to report an incident or property condition. Vendor shall ensure this phone is answered promptly at all times while the ambassadors are in service. Vendor shall assume use of current DID hotline number from current vendor.

**Proposal should include the following information:**

1. Describe communication tools & methods and any necessary software and equipment to be used. Include any associated costs.
XIII. SCHEDULE

Vendor will develop and submit to the DID a detailed schedule of routes and staffing schedules for all routine services (covering the entire district). This schedule will be updated and submitted to the DID on a monthly basis or as changes are made.

Proposal should include the following information:
1. Provide detailed staffing plan and schedule that addresses all routine and seasonal services. Indicate how special events and non-routine services would be handled. Include description of methods, software and equipment to be used along with any associated costs.

XIV. SUPERVISION

Vendor shall designate a representative(s) acceptable to the DID who shall act in a daily supervisory capacity for Vendors’ employees. This supervisory representative(s) shall interact with and report directly to the DID and provide any reports and communications as required.

Proposal should include the following information:
1. Detail ambassador supervision and management structure. Provide experience and references for any known individual in a proposed supervisory or management role.

XV. SAFETY

Vendor and its employees will conduct their work in the district with particular attention to the well-being and safety of the public, as well as themselves. Vendor will comply with all OSHA safety standards, Minnesota Department of Labor standards and any other regulatory standards. Vendor will create and enforce a safety policy and conduct safety training for its employees on a routine basis.

Proposal should include the following information:
1. Provide detail on safety plan and initiatives.

XVI. INNOVATIONS

The Scope of Services identifies the baseline of services to be provided by the Vendor. The DID is also extremely interested in what efficiencies, innovations and suggestions for improvement can be offered to the program (keeping in line with the mission of the DID). Proposed program additions may include equipment, specialty training and programs, deployment changes, coordination of work, and new initiatives.

Proposal should include the following information:
1. Detail any proposed program innovations. Include labor, equipment, and other resources/costs necessary to execute.
XVII. CONTRACT

The contract for this work shall be a Cost-Plus format. Details of inclusions and exclusions are noted in the attached contract (see IV. DID Contract for Professional Services Exhibit B – Contractor Specific Terms). Throughout the term of the contract, Vendor will work with the DID to adjust labor in reaction to changing needs, objectives, and budgets.

XVIII. CONTRACT TERM ACCEPTANCE

Proposal should include the following information:
1. Sign VI. Contract Term Acceptance document and include with proposal.

XIX. PRICING

Based upon scope detailed in the Scope of Services/Plan to Deliver, Vendor shall provide budget figures for a three-year period (separate figures for each year). Detailed breakdown of labor costs, equipment and supply costs, uniform costs, communication and reporting costs, overhead and profit for each year should be included. Completion of budget costs for 2025 and 2026 shall indicate willingness of Vendor to extend contract terms for calendar year 2025 and 2026. Contract extension (beyond the initial year) may be exercised for 2 or more years at the sole option of the DID.

Proposal should include the following information:
1. Complete bid form document (III. Bid Form) with costs to provide services detailed in proposal. Sign document when complete and include with final proposal submission.
2. Provide price and details for full performance bond (III. Bid Form).

XX. SUBCONTRACTORS

Provide the names and proposed roles of all subcontractors to be utilized by Vendor in providing services to the district. The DID reserves the right to reject any subcontractor that it deems unsatisfactory. It shall be the responsibility of the Vendor to bind any subcontractors to the terms and conditions of the RFP, contract, and other related documents. Vendor shall remain responsible to the DID for the performance of all services whether or not any subcontractor performs under the terms of a contract between Vendor and the subcontractor. There shall be no contractual or quasi-contractual relationship between the DID and any subcontractors.

Proposal should include the following information:
1. Names and proposed roles of any subcontractors.
MINNEAPOLIS DID
2024 CLEAN & SAFE AMBASSADOR PROGRAM
III.  BID FORM

1.  Vendor shall complete this BID FORM with all costs necessary to execute their plan to deliver services as outlined in their proposal. Vendor shall submit the completed form to the DID in both PDF and Excel formats.

2.  Vendor must submit complete costs for the proposed scope of work and may modify this form as required to accommodate all aspects of Vendor’s proposal.

3.  Signature of Vendor’s representative is required at the end of this bid form.

4.  Completion of columns for 2025 and 2026 shall constitute Vendor’s offer to extend contract terms for 2025 and 2026. Contract extension (beyond the initial year) may be exercised for 2 or more years at the sole option of the DID.

VENDOR: ________

1.  LABOR COSTS

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| TOTAL MONTHLY DIRECT LABOR COST: | $                    | -           | $                 | -                           | -                           |

2.  PAYROLL RELATED COSTS

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6/14/23 III.  Bid Form Page 1 of 2
### 3. SUPPLIES AND EQUIPMENT

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**TOTAL MONTHLY SUPPLIES AND EQUIPMENT COST:** $ - $ - $ -

### 4. TOTAL DIRECT COST (SUM OF PARTS 1, 2 AND 3)

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### 6. TOTAL MONTHLY PRICE (SUM OF PARTS 4 AND 5)

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### 7. ANNUAL PRICE

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### 8. COST FOR FULL PERFORMANCE BOND

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Vendor assures the above represents the full costs to perform work as outlined in Vendor's proposal.

Vendor Name:

Signed:

Print Name:

6/14/23
Proposals should include a plan to deliver the services identified in the contract below (Attachment BB – Scope of Services) within the downtown district boundaries (Exhibit A: District Boundaries). Selected vendor will be expected to secure and maintain insurance policies with limits outlined on pg 2 & pg 14 of the contract.

Contract for Professional Services
for the
Minneapolis Downtown Improvement District

SBH061611

1. Opening Paragraph

THIS CONTRACT (this ‘Contract’) is made between the Minneapolis Downtown Improvement District, a 501(c) 6 non-profit corporation (the ‘Client’) and ______________, a ____________________________, (the ‘Contractor’) as of the __________ day of ________, 20____.

Client has entered into a professional services contract with the City of Minneapolis (the ‘City’) to implement services in the Downtown Business Improvement Special Service District, as defined under Chapter 465 of the Minneapolis Code of Ordinances (the ‘District’). The District encompasses approximately 125 blocks in downtown Minneapolis as reflected on Exhibit A, District Boundaries. The City will pay Client to implement the District using service charges collected from property owners located within the District. The District operating plan and budget must be approved annually by the Minneapolis City Council.

Client wishes to engage Contractor to provide certain services described below to the District.

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

2. Scope of Service

Contractor shall perform for Client the services identified on Exhibit B, Contractor Specific Terms.

3. Compensation

Contractor shall be compensated as per Exhibit B, Contractor Specific Terms.
4. **Effective Date and Termination Date**

   This Contract shall be in full force and effect for the term identified in Exhibit B, Contractor Specific Terms, unless terminated earlier under the paragraph entitled Cancellation, Default and Remedies.

5. **Interest of Members of City**

   Contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in this Contract.

6. **Non-Discrimination**

   Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: 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.

7. **Insurance**

   Insurance secured by Contractor shall be issued by insurance companies acceptable to Client in its sole and absolute discretion and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such 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 the following insurance:

   a) Workers’ Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least $2,000,000 each accident, $2,000,000 disease - policy limit and $2,000,000 disease each employee.

   b) Commercial General Liability insurance with limits of at least $2,000,000 general aggregate, $1,000,000 products - completed operations $1,000,000 personal and advertising injury, $50,000 each occurrence fire damage and $5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City and Client shall be named additional insureds.

   c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least $500,000 per accident.

   Acceptance of the insurance by Client shall not relieve, limit or decrease the liability of Contractor. Any policy deductibles or retention shall be the responsibility of Contractor. Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. Client does not represent that the insurance requirements above or as listed in Exhibit B, Contractor Specific Terms, are sufficient to protect Contractor's interest or provide adequate coverage.
Evidence of coverage is to be provided on a Client-approved Certificate of Insurance. A 30-day written notice is required if the policy is canceled, not renewed or materially changed. Contractor shall cause any of its subcontractors that provide services to the District to secure and maintain the coverages required in this Contract and comply with these provisions.

8. **Transfer of Interest**
   Contractor shall not delegate or assign any interest in this Contract, and shall not transfer any interest in the same either by assignment or novation, without the prior written approval of Client; provided, however, that claims for money due or to become due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to Client.

9. **Sub-contractors and Vendors**
   Contractor may subcontract services under this Contract as provided in Exhibit B, Contractor Specific Terms.

10. **Compliance Requirements**
    Contractor shall abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. Contractor will not discriminate against any employee providing services for the District or applicant for said employment because of disability and will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractor to provide qualified applicants and employees with disabilities that are associated with the District with reasonable accommodation that does not impose undue hardship. Contractor also agrees to post in a conspicuous place, accessible to employees and applicants providing District services, notices of its policy on non-discrimination. Contractor is also subject to applicable provisions of the Minnesota Human Rights Act, Minn. Stat. Ch. 363A.

    In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract, Client may be cancel, terminate, or suspend, in whole or part, this Contract, and Client may declare Contractor ineligible from any further participation in Client contracts in addition to other remedies as provided by law.

11. **General Compliance**
    (a) For Contractor's employees providing services to the District, Contractor shall notify and extend any benefits offered based on marital status to domestic partners registered as such pursuant to Minneapolis Code of Ordinances: Section 142.30 and shall cause its subcontractors to notify and extend the same benefits to any of their employees providing services to the District.
(b) For Contractor’s employees providing services to the District, Contractor shall provide a living wage per Minneapolis Code of Ordinances, Title 2, Chapter 38 and shall cause its subcontractors to extend the same to any of their employees providing services to the District.

12. **Performance Monitoring**
Client will monitor the performance of Contractor against goals and performance standards required herein. Substandard performance as determined by Client in its sole and absolute discretion will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by Contractor within a reasonable period of time after being notified by Client, Client may initiate Contract termination procedures.

During the term of this Contract, Contractor shall submit to Client within the timeframe specified on Exhibit B, Contractor Specific Terms, a report of activity for which Client has been charged.

13. **Independent Contractor No Joint Venture:**
Nothing contained in this Contract is intended to, or shall be construed in any manner, to create or establish 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 Client; and any and all claims that might arise, including workers’ compensation claims under the Workers’ Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, 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 or any other such mutual relationship between Client and Contractor.

14. **Hold Harmless**
Contractor shall defend, indemnify and hold harmless Client, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorneys’ fees, resulting directly or indirectly from an act or omission of Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services pursuant to this Contract or by reason of the failure of Contractor to fully perform, in any respect, all of its obligations under this Contract.

15. **Accounting Standards**
Contractor shall maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles and practices to properly account for expenses incurred under this Contract.

16. **Retention of Records**
Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all City audit findings related to the District. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

   Contractor shall comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Contractor will immediately report to Client any requests from third parties for information relating to the District and this Contract. Contractor shall hold Client, the City, and their officers and employees harmless from any claims resulting from Contractor’s unlawful disclosure or use of data protected under state and federal laws.

18. Inspections
   Contractor shall make available to Client or its designees shall be made available to the Client or its designees upon reasonable notice at any time during normal business hours, at the offices of Contractor, as often as Client deems necessary, all Contractor records with respect to any matters covered by this Contract, to audit, examine, and make excerpts or transcripts of all relevant data at Client expense.

19. Applicable Law.
   The laws of the State of Minnesota 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 the County of Hennepin, State of Minnesota, 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.

20. Conflict and Priority. Intentionally deleted.

21. Ownership of Materials
   All finished or unfinished documents, data, studies, surveys, maps, models, photographs, marketing materials, reports or other materials resulting from performance of this Contract (the “Materials”) shall become the property of Client upon expiration or earlier termination of this Contract or upon request by Client at any time before then. Client or its assignees or designees may use, extend, or enlarge any document produced under this Contract without the consent or permission of, or further compensation to, the Contractor. Contractor hereby agrees that the City has superseding rights of ownership of the Materials and Client hereby indemnifies Contractor against any claims arising out of Contractor responding to the City’s request for Materials.

22. 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 Client. If Contractor is unclear if a conflict of interest exists, Contractor will immediately contact Client, and Client will make a determination. Client shall notify Contractor if Client becomes aware of any potential conflicts with Contractor’s other activities. The parties hereby agree that the activities and/or business relationships identified on Exhibit B, Contractor Specific Terms, do not represent a conflict of interest.

23. Cancellation, Default and Remedies

Client reserves the right to cancel this Contract without penalty, if circumstances arise which require the City to terminate the District activities.

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, the other party shall have the right to terminate this Contract, if the default has not been cured after a thirty (30) day written notice has been provided or if a cure has not been commenced, if the default cannot reasonably be cured within thirty (30) days, or completed within a reasonable amount of time thereafter using due diligence.

Client shall pay Contractor all compensation earned to the date of termination except that, if the termination shall be for breach of this Contract by Contractor, Client shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by Client as a result of the breach.

Notwithstanding the above, Contractor shall not be relieved of liability to Client for damages sustained by Client as a result of any breach of this Contract by Contractor. Client 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 Client is determined.

Contractor will promptly correct any deficiencies in its performance under this Contract reported to it by Client. If substandard performance by Contractor has been noted and not remedied within 5 days after written notice (subject to availability of materials, parts and equipment), the work may be performed by Client 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 and remedies provided for herein shall not limit Client, in case of any default by Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

The defaulting party shall pay reasonable attorneys’ fees of the non-defaulting party.

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

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

25. **Intellectual Property**
   Client, its assignees or designees, owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any work created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or other media.

   All work under this Contract will be the exclusive property of the Client, its assignees or designees and will be surrendered to Client immediately upon completion, expiration, or cancellation of this Contract. Contractor represents and warrants that the work does not and will not infringe upon any intellectual property rights of other persons or entities. Contractor hereby agrees that the City has superseding rights to all work described in this Section and Client hereby indemnifies Contractor against any claims arising out of Contractor responding to the City’s request for the work.

26. **General Conditions**
   Contractor shall comply with Exhibit C, General Conditions.

27. **Joint and Several Liability.** If the term “Contractor” consists of more than one person or entity, then the obligations and liabilities of each such person and entity hereunder are joint and several.

28. **Exhibits**
   The following exhibits are attached and made part hereof by reference:
   - Exhibit A: District Boundaries
   - Exhibit B: Contractor Specific Terms
   - Exhibit C: General Conditions
IN WITNESS WHEREOF, this Contract constitutes the entire agreement between the parties and Contractor and Client have caused it to be executed on their behalf respectively by their proper officers as of the date first written above:

FOR CONTRACTOR:
______________________________

By __________________________
Printed: _______________________
Its ___________________________

By __________________________
Printed: _______________________
Its ___________________________

FOR CLIENT:
Minneapolis Downtown Improvement District

By __________________________
Printed: _______________________
Its ___________________________

By __________________________
Printed: _______________________
Its ___________________________
GUARANTY

FOR VALUE RECEIVED, and to induce Minneapolis Downtown Improvement District (the ‘Client’) to enter into that certain Contract for Professional Services for the Minneapolis Downtown Improvement District dated ______________________, 20____ (the ‘Agreement’) between the Client and ______________________________________________, (the ‘Contractor’), the undersigned (collectively, ‘Guarantor’) hereby absolutely, unconditionally and irrevocably, and jointly and severally as a primary obligor with all other obligated persons and entities, guarantees the full and prompt performance of all of the obligations of Contractor under the Agreement. Each Guarantor further acknowledges receiving a copy of the Agreement, and each Guarantor has reviewed, or waived the review of, all applicable provisions of the Agreement.

______________________________

By: __________________________
Its: __________________________
Date: _________________________

______________________________

By: __________________________
Its: __________________________
Date: _________________________

______________________________

By: __________________________
Its: __________________________
Date: _________________________
Exhibit B
Contractor Specific Terms

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

B-1  **Scope of Services (Section 2)**

a. **Services.** Provide services required to meet the Needs Analysis/Performance Specifications outlined in the Request for Proposal, including the ambassador services as defined in Attachment BB, Scope of Services – Ambassadors. Implementation of services in the public areas to begin on **January 1, 2024**.

b. **Direction.** Contractor shall be directed by the following representatives of Client:

   Kathryn Reali – DID Chief Operating Officer

   Jesse Osendorf – DID Director of Operations

   The Client may change the contacts and/or designate a new primary contact upon written notice to Contractor.

c. **Materials and Priority.** The following materials are part of the Scope of Services:

   - Drawings: n/a
   - Specifications: n/a
   - Written Addenda:
   - Request for Qualifications:
   - Request for Proposal:
   - Vendor Response: Dated ________

   If there is a conflict between any documents, the priority shall be: Contract, Vendor Response to Proposal, Written Addenda, Specifications, Drawings.

d. **Change in Services.** As this Contract is cost-plus based, all types, levels and delivery methods of services undertaken by Contractor may be amended from time to time at direction of Client. Initial services will be implemented according to the budget attached as Attachment BB-1 and shall utilize the equipment identified on Attachment BB-2, and staffing schedule included as Attachment BB-3.

e. **Managers.** Contractor agrees that ____________ shall serve as its on-site Operations Manager at commencement of the Contract. Client shall have absolute approval authority for any proposed changes to the Operations Manager.

f. **Work Order System.** By no later than January 1, 2024, Contractor shall be proficient with and have available to Client, a data collection, reporting and work order system that carries forward DID’s existing Smart System data. Contractor shall seek input from Client as to the types of information to capture with this data collection
system. At any time, Client shall have access to the work order system to view open and completed work requests. Further, at any time, Client may request that the data contained within the work order system be exported to Client in a standard format. Said system shall include:

i. be used for dispatch of services by Contractor;
ii. produce necessary reports for Client as to work performed, trends of types, location and timeliness of work performed;
iii. shall notify property owner when their request has been received and when it has been completed; and
iv. shall capture all requests for work needed within the District Boundaries without regard to whether or not Contractor shall perform the work under the terms of this Contract and Contractor shall coordinate with Client or its other contractors to complete work requested that is not Contractor’s responsibility under this Contract;
v. A process to obtain Client approval for work orders related to issues unusual to the scope identified in Attachment BB-1.

Contractor shall utilize any work order system required by Client at anytime during this Contract.

f. **Document Condition.** Contractor shall be responsible to take before and after pictures of the condition of areas to be serviced or repaired sufficient to depict the result of Contractor’s work.

g. **Identity and Branding.** Contractor shall use Client approved uniforms and equipment branded with Client’s identity. Client shall have full approval of colors, materials, placement, and verbiage of Client’s identity systems used by Contractor.

B-2 **Compensation (Section 3)**

a. **Maximum Compensation.** The maximum compensation to be paid under this contract shall not exceed ______________ for services delivered in calendar year 2024 (the ‘Maximum Compensation’).

b. **Payment and Timing.** Compensation shall be paid to Contractor in equal monthly payments based on the Maximum Compensation divided by the number of full calendar months established by the term of this Contract less a five percent (5%) holdback. Payment shall be due to Contractor by no later than the 21st day of the month for which payment is being made.

c. **Adjustment to Actual.** By no later than the last day of the month following the final month of Contract activities (i.e., submit by January 31 a report for all Contract activity ending in December), Contractor shall give Client a statement of the actual activity and related expenses incurred under the terms of the Contract (said statement to be in sufficient detail to demonstrate actual costs to client). If the actual expenses incurred exceed the aggregated amounts paid for that year,
Client shall pay to Contractor the excess up to the Maximum Compensation within 30 days after receipt of Client’s statement. If the actual expense is less than the amount already paid by Client, then Contractor shall immediately pay to Client the difference. Details included in monthly contract activity reports shall be: budget to actual analysis, labor detail, third party payroll reports, trial balance, equipment detail and hours report (budget to actual). Contractor shall produce copies of invoices upon request of Client.

d. **Invoice Submittal.** Invoices and/or statements with supporting documentation shall be submitted to Client at the first notice address listed or via e-mail (preferred) at: kreali@mplsdid.com with copy to josendorf@mplsdid.com

e. **Cost-Plus Adjustments/Contractor’s Fees.** This Contract is a cost-plus structure in that it allows Client to direct deployment of services by Contractor and Contractor shall increase/decrease services at the direction of Client. The cost billed to Client shall adjust up and down accordingly based on Contractor’s actual cost of delivering the services. Within the Maximum Compensation, Contractor shall include the following agreed upon administrative and management fees which shall adjust accordingly with any increases or decreases in Contractor’s costs: Contractor shall collect a management fee equal to _______, and Contractor shall collect a corporate overhead fee to cover all costs of corporate administration, human resources, accounting, legal services, etc., calculated as _______. Contractor shall obtain prior written approval from Client for any services which shall cause Contractor to exceed the Maximum Compensation. Absent such written approval, Client shall not compensate Contractor for any costs incurred over the Maximum Compensation.

f. **Included/Excluded Expenses.**

   a. The following expenses are included in the cost of providing services and shall be charged to Client within the Maximum Compensation:

      i. All payroll and related payroll expenses for the Operations Manager, Ambassadors and other employees of Contractor identified on BB-3, working exclusively on Contract Services;

      ii. All local costs of training on-site employees directly involved in provision of Services under this Contract;

      iii. The payment for equipment and technology required for this Contract, as identified on Attachment BB-2, which schedule may be amended from time to time with written approval of Client;

      iv. All repairs and maintenance for equipment identified above, for which adequate supporting documentation is supplied to Client;

      v. All materials, supplies, uniforms, fuels, and other direct expenses utilized by Contractor in the provision of services, for which adequate supporting documentation is supplied to Client;

      vi. All licenses, permits, taxes and fees, including sales tax and waste disposal fees, required to be held or paid by Contractor for the provision of services, for which adequate supporting documentation is supplied to Client;
vii. Operations facility costs including rent, insurance, taxes, electric, gas and water will be paid directly by Client. Contractor will be responsible for costs related to any tenant improvements, routine maintenance and cleaning.

viii. Insurance coverage directly related to this Contract.

ix. Performance Bond; and

x. Insurance deductibles not to exceed $10,000 without Client’s written approval.

b. The following expenses are not included in the cost of providing services and shall not be charged to Client within the Maximum Compensation:

i. Any unbudgeted cost in excess of $1,000 for which Client has not given written authorization;

ii. Any costs related to regional or corporate management;

iii. Costs to relocate an Operations Manager to Minneapolis;

iv. Any costs to replace the Operations Manager, when such replacement is due to the Operations Manager’s relocation to another of the Contractor’s client accounts, said costs to include overlapping payroll, training, etc.;

v. Any costs for equipment identified on BB-2 scheduled for payment after the expiration or termination of this Contract; and

vi. Repair of any damage or payments of insurance deductibles caused by Contractor’s negligence or error.

B-3 Effective Date and Termination Date (Section 4)

This Contract shall be effective on the date of execution and shall run until December 31 of the same year. Any terms or conditions included in the Contract that relate to a proposed extension of the term will not serve to renew or extend the Contract unless Client notifies Contractor in writing that the renewal is accepted. Client’s decision to renew this Contract for calendar years 2025 and 2026 is at the sole discretion of Client.

B-4 Insurance (Section 7)

Additional Coverage required: Contractor shall carry an Umbrella Liability policy of no less than $5,000,000. The general liability aggregate limit shall apply on a per project basis.

Notwithstanding Section 7 of the Contract, Contractor’s insurance shall be primary and not exceed over any other collectible insurance, and Contractor’s Products & Completed Operations Aggregate shall be no less than $2,000,000.

For any construction work performed in the exterior areas of the District, Contractor shall provide broad form coverage for all property owners adjacent to the work being performed and, prior to commencing work, shall provide a certificate of
insurance for any individual property owner who requests to be listed as an additional insured.

Contractor waives all its rights against the Client for damages covered by property insurance. Contractor shall obtain a similar waiver from all of its subcontractors and all other parties engaged by Contractor.

Contractor waives all of its rights of recovery against the Client 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 the Contractor. Contractor waives any of its rights of recovery against the Client 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 waives all of its rights of recovery against the Client 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.

If any policies of insurance referred to in this Section need endorsement to permit these waivers of subrogation, then it will be the responsibility of the "First Named Insured" to obtain the endorsement.

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

Not less than thirty (30) days prior to the expiration or renewal date of any insurance required under this Contract, Contractor shall furnish Client with updated replacement Certificates of Insurance evidencing the continuation of all coverage.

The certificates of insurance to be delivered by Contractor shall list the following as additional insureds on a primary basis per CG2010 (11/85):

a. Minneapolis Downtown Improvement District
b. Minneapolis Downtown Council
c. City of Minneapolis

B-5 Sub-contractors and Vendors (Section 9)
Contractor may only subcontract any services under this Contract with prior written approval of Client.

Contractor shall cause all subcontractors to comply with the obligations of Contractor under this Contract, including but not limited to insurance, indemnity, general compliance, and general conditions.

Contractor shall utilize bidding policies, if any, adopted by Client when selecting subcontractors.
Performance Monitoring (Section 12)
Contractor shall submit reports to Client as noted below. Client shall decide any and all questions that may arise as to the manner of performance and rates of progress of the services and to the interpretation of this Contract. Client’s decisions about any and all questions, claims and disputes will be at its reasonable discretion and will be final and conclusive upon Contractor. Contractor may submit the reports to the first notice address listed or to the e-mail addresses listed in this Exhibit’s Section B-2 (d), Invoice Submittal (preferred).

a. Monthly Reports. Financial reports, profit and loss (operating) statement, payroll reports, equipment use and repair, trial balance and activity narrative (to include staffing reports and other sufficient detail showing actual expenses incurred by Contractor during the month of report), – Due on the last day of the month following the month of activity (i.e., August 31 for July activity);

b. Activity Reports. Staffing, incident, ambassador location and frequency reports and other activity reports will be available to Client as and when needed via web access and printed reports will be available at any time when requested by Client.

c. Annual Reports. Annual statement of actual activity and expenses incurred – by the last day of the month following the last month of Contract activities (i.e, by January 31 a report for all Contract activity ending in December).

d. Additional Information. Contractor shall submit additional reports and back up materials when requested by Client.

Intentionally Deleted

Conflict of Interest (Section 22)
Client hereby expressly agrees that property owners, employers, and other representatives who may be paying service charges for the District and/or whose properties and businesses may benefit from the provision of services, may have an interest in the ownership of Contractor and that this does not constitute a conflict of interest. Notwithstanding the foregoing, Contractor shall receive written approval of Client prior to commencing any work directly on behalf of property owners, employers, and other representatives who may be paying service charges for the District and/or whose properties and businesses may benefit from the provision of services for which Contractor shall receive compensation outside of this Contract.

Intentionally Deleted

Notice Address (Section 24)
To Client:
Minneapolis Downtown Improvement District
Attn: Chief Operating Officer
81 South 9th Street Suite #260
Minneapolis, MN 55402

With copy to:
Minneapolis Downtown Improvement District
c/o Faegre Baker Biddle & Reath
Attn: Gina Kastel
2200 Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55402-3901

To Contractor:
Attachment BB
Scope of Services - Ambassadors

The purpose of this Contract is to provide ambassador services throughout the Minneapolis Downtown Improvement District within the District Boundaries (defined in Exhibit A), focusing on the areas of hospitality, environmental maintenance and supplemental safety. All ambassadors shall be trained in the aspects of hospitality and customer service, with a secondary emphasis in environmental maintenance and/or supplemental safety. Some shall be cross trained in both fields, as needed. All ambassadors shall report to the same management.

Ambassadors shall serve as a public information resource to visitors, workers, shoppers and residents. Unless otherwise specified, areas of responsibility for the ambassadors include all pedestrian public right-of-ways, the sidewalks from the property line to the curb and gutter, and where directed, alleys adjoining benefiting properties in the District Boundaries from the property line to the opposing property line.

Contractor shall provide services to execute the performance specifications as outlined in the Request for Proposal, dated June 14, 2023, as referenced in this Contract. Contractor shall also provide a detailed monthly schedule of ambassador services. The ambassador scope shall include:

a. **Hospitality Services** – Ambassadors shall be trained to have knowledge of the district and city, and shall engage the public to provide directions, assistance, and general information within the public realm. Between the months of November and April, provide a specialized team of ambassadors to deliver hospitality services within the downtown skyway system.

b. **Information Sharing** – Ambassadors shall be utilized to share information to educate stakeholders on district related issues. For instance, if the police department has crime prevention brochures, the ambassadors can be utilized to distribute this information.

c. **Reporting** - Ambassadors shall be responsible for documenting their normal daily activities, accomplishments and any issue in the district deemed to be ‘out of the ordinary’ and reporting such items to the Client utilizing the agreed upon reporting methods. ‘Out of the ordinary’ items shall include “Quality of Life” issues such as graffiti, required repairs, public intoxication, open container, loitering, trespassing, public urination, aggressive panhandling, property damage, deficient or hazardous systems, conditions or infrastructure, etc. Ambassadors shall report and follow up on reported items with Client as well as other entities such as law enforcement, City, County, social service agencies and/or property owners.

d. **Coordination and Cooperation** – Ambassadors shall coordinate their work in collaboration with all other entities working in the Right-of-Way. All work by ambassadors shall be performed so as to enhance, not distract or disrupt, the public’s use of the public realm or adjacent properties.
e. **Court Watch** – Ambassadors shall, as directed, complete witness impact statements and/or attend hearings.

f. **Basic First Aid and CPR** – Ambassadors shall be trained to assist with basic first aid and CPR.

Contractor shall provide the following **Environmental Maintenance** services within the District Boundaries:

g. **Removal of Litter, Debris, Film and Gum** - Removal of litter, trash, debris, film and gum that extends a distance of 18 inches beyond the curb into the street or alley. This includes removal from tree grates and planters, by mechanical or manual means, of all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals, etc. Spills and bodily substances must be removed within 4 hours.

h. **Receptacle Emptying** - Empty DID owned trash and recycling receptacles, as needed, and implement contract for disposal. Overflowing trash cans indicate deficient performance. Current scope: Approximately 500 trash & recycling cans within the district boundaries. Quantities of both trash and recycling cans may increase/decrease over time, as needed and directed by DID management. Dispose of trash bags immediately. Bags may not remain on sidewalks. Document disposal method and provide reports to DID management.

i. **Power Wash Sidewalks** - Power wash sidewalks as needed according to schedule developed in conjunction with DID management. Remove gum and gum stains.

j. **Maintain Streetscape** - Surfaces to be free of film, dirt, residue, liquids and odors, including, but not limited to, streetscape furniture, benches, kiosks, bus shelters, light poles, planters and trash receptacles. Ambassadors shall routinely help arrange movable furniture on Nicollet Ave by keeping it out of the pedestrian walk zones. Ambassadors will also assist with relocating furniture for any activation purposes as directed by DID management and transferring furniture to/from seasonal storage.

k. **Public Art** – Provide routine cleaning & maintenance of public artworks on Nicollet Ave as directed by DID management.

l. **Relamping** - Relamp simple light fixtures as needed as directed by DID management.

m. **Tree Grates** - Adjust tree grates over tree wells on Nicollet Ave & Hennepin Ave to remain flush with the sidewalk surface, to prevent tripping hazards, as needed.

n. **Markets** - Provide support for seasonal markets as directed by DID management.
o. **Weed Control** - Removal of weeds and unwanted grass. Any removal by chemical means must be approved by DID management and meet all Federal, State and Municipal laws and regulations. Contractor shall meet all licensing requirements imposed by Federal, State or local authorities.

p. **Handbill Removal** - Removal of handbills, stickers, posters and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes, kiosks, public telephones, parking meters and other fixtures or places. Ambassadors will seek approval from fixture ownership when needed.

q. **Graffiti Removal and Abatement** – Abate, remove or cover graffiti from utility poles, mail boxes, courier boxes, newspaper or magazine boxes, kiosks, public telephones, parking meters and other fixtures, within 24 hours after the graffiti appears, using the best means available. Ambassadors will seek approval from fixture ownership when needed.

r. **Special Projects** - Carry out a wide variety of special projects mutually agreed upon by Client and Contractor. Such special projects may include assisting with activation events, painting of fixtures, checking & securing seasonal lighting, manage lighting and irrigation time clocks, installing posters in kiosks or any other project not requiring ‘technical’ expertise that can be carried out within reasonable methods or means by existing staff members.

s. **Landscaping** - Water daily all seasonal planting elements in coordination with DID landscape vendor. Approximately 280 planters/planting beds of various sizes exist within the district. Quantities of planters and planting beds may increase/decrease over time, as needed and directed by DID management. Irrigation repair, planting and plant maintenance are provided by other DID contractors.

t. **Snow Tidying** – As and where directed by Client, clearing paths at corner ramps, assisting to maintain consistent sidewalk width and placement of ice melt material.

Contractor shall provide the following **Supplemental Safety** services within the District Boundaries.

u. **Patrols** - Ambassadors shall be deployed on foot or alternative equipment (e.g. Segways) to their assigned zones to patrol the area as a deterrent for unwanted activity, as well as to interact with businesses, employees, residents and visitors.

v. **Public Relations Checks** - Ambassadors shall be responsible for stopping in to visit two businesses (at a minimum) per shift. The duration of each public relations check should be no more than five minutes per business, which should be spent speaking with the manager of the business to reinforce DID availability and gather and share security related information and concerns. A list of businesses in which public relations checks were conducted shall be reported as directed by Client.
w. **Addressing Livability & Quality of Life Concerns** – Provide a specialized team of outreach ambassadors that can respond to livability & quality of life concerns in downtown, assess the situation for the appropriate intervention, engage if safety permits and coordinate as needed with local outreach and law enforcement services. All ambassadors shall be trained in ‘situational protocol’ to appropriately handle situations involving livability concerns. All ambassadors shall be knowledgeable on local ordinances and outreach services.

x. **After Hours Escorts** – As and when directed by Client, this service is available to employees working within the District Boundaries who request this service by calling the publicized phone number to have an ambassador meet them at their place of business or residence and walk them to their destination.

y. **Collaboration** - The ambassadors will work collaboratively with the DID Safety Communications Center, Minneapolis Police Department, Metro Transit Police, County Sheriff and other law enforcement agencies and services to address mitigation of issues including drug trafficking, prostitution, fights and other illegal or aggressive behaviors occurring in the public right-of-way. The ambassadors take direction from law enforcement agencies as to what issues can be addressed directly and what issues require involvement of the agencies. Ambassadors shall collaborate with other contractors and service providers working in the district.

z. **Dispatch** - Staff the DID Safety Communications Center (located in the MPD First Precinct) to dispatch Ambassadors as needed, monitor downtown cameras and RadioLink system, perform BarWatch camera monitoring and other coordinating activities as directed by DiD management.
Attachment BB-1
Initial Budget

See Attached
Attachment BB-2
Schedule of Equipment

See attached
The Ambassadors shall be deployed in the areas, in the quantities and at the hours (subject to change at direction of Client) shown on the attached materials.
Exhibit C
General Conditions

Contractor shall comply with the following terms where applicable to the scope of services of this Contract:

C-1  Consistency
Contractor shall comply with all Federal, State, County and City laws, ordinances, and regulations affecting this Contract and those of its Sub-Contractors. If Contractor shall discover any provisions in this Contract, the specifications, the drawings or any direction of Client or its agents which is contrary to or inconsistent with any such law, ordinance, regulation or decree or is inconsistent with field conditions, it shall immediately report such inconsistency to Client in writing.

C-2  Cooperation and Coordination
Client 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, utilities and their forces, Metro Transit, neighboring businesses and their forces, and other private contractors retained by Client and their forces in a manner which best serves the interests of the district. No compensation shall be paid 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 Client, the district, Metro Transit, the City and its forces, or by the various owners of the utilities and their forces, or by neighboring businesses and their forces.

C-3  Conduct of Contractor
Contractor personnel will interact with district clients, outside vendors and the general public in a courteous, cooperative and professional manner. Personnel shall maintain a high public image and positive attitude and demeanor when performing service in the district. Contractor personnel will maintain an appropriate, neat and professional manner of dress, to include at least one item of attire with company logo if not required to wear a district logo, to allow for quick and clear identification. Contractor shall ensure employees and any subcontractors are proficient at operation of equipment in a busy pedestrian area. Non-compliance or complaints shall result in removal of Contractor’s offending personnel person from the project at Client’s sole discretion.

C-4  Hours of Work
Hours for services will be agreed to as part of the scope of services. Construction work is permitted between the hours of 7 am and 7 pm, Monday – Friday, and may be permitted on weekends between the hours of 9 am and 1 pm, with prior written consent of Client, and with no additional costs to Client. Contractors should note
that pedestrian traffic is heavy during rush hours (7-9 am, 11am – 2pm and 4-6 pm), and no vehicles or heavy equipment are allowed on sidewalks during rush hour without prior written approval of Client.

C-5  **Access and Visibility**
All work shall be done in a workmanlike manner with care taken to maintain access and visibility to all properties at all times. Contractor shall: (a) Provide temporary bridges over new work where pedestrian traffic is restricted; (b) Coordinate with Client to schedule work that will affect property owners and businesses; and (c) Contractor shall conduct all operations and perform the work so to cause a minimum possible obstruction to pedestrian travel. Sidewalks must remain open at all times. If the work requires partial closure of the sidewalk, Metal Pedestrian Barricade (French Barricade) shall be employed and must be portable rails, painted yellow, and comprised of welded metal tube sections 41-inch high designed to prohibit pedestrian access to work zone. Contractor shall utilize traffic control devices that conform to the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) latest edition, Minnesota Standard Signs Manual Parts I, II and 111, the appropriate Material Specifications, and the provisions of Mn/DOT Section 1710 except as modified as follows: i) The signs and devices shall use Encapsulated Lens (High intensity) Reflective Sheeting, Mn/DOT Specification 3352.2A2b “Standard No. 2” or wide-angle prismatic (diamond grade) sheeting.

C-6  **Vehicular Traffic**
Work shall not inhibit vehicular traffic. Contractor must submit traffic control plans for work if a lane closure is proposed. If Client approves of a lane closure, then City Traffic Department approval must be obtained by Contractor, at Contractor’s expense, prior to starting lane closure.

C-7  **Public Safety**
Contractor shall be responsible for the protection of the public in the vicinity of the work and nothing in this Contract shall be construed to relieve Contractor of said responsibility. When required, warning signals, barricades and other protective measures for hazard protection shall be in place or operate 24 hours per day.

C-8  **Safety**
Contractor and its employees will conduct their work with particular attention to the well-being and safety of the public as well as themselves while in the district. Contractor will comply with all O.S.H.A. safety standards, Minnesota Department of Labor Standards and any other government or regulatory standards, and agrees to create and enforce a “safety policy” as well as conduct “safety training” for its employees.

C-9  **Hazards**
Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards.

C-9  **Contractor Parking**
Contractor must obtain a parking permit for the purposes of material deliveries from the City Traffic Department. Materials trucks and vans shall not obstruct pedestrian traffic, the bus lanes, loading dock, parking or other driveways, or access into businesses, and shall not be parked on or near artworks, decorative manhole covers, fountains, planters or building elements. Contractor will promptly comply if asked by Client or property owners to move its vehicles if Client or property owners deem the parking place inappropriate. Contractor’s vehicles are not allowed on the Nicollet Mall granite sidewalks or any location with a special surface treatment (i.e., other than standard, unscored, grey concrete) at any time, whether for parking or materials delivery. Alternate parking and delivery sites must be secured, and materials brought to the site manually. Contractor shall receive written authorization from Client prior to parking on any standard sidewalk, which authorization shall be in Client’s sole discretion. Even with Client authorization, during rush hour all vehicles shall be off sidewalks open to pedestrian traffic.

C-10 Supervision by Contractor
Contractor shall furnish the name and cell phone number of the project manager/s that will be on site during the term of this Contract.

C-11 Storage
The restricted site provides very limited area for storage and operations. This shall be taken into consideration by Contractor and all subcontractors in the scheduling of work and deliveries. Any on site storage areas must have prior WRITTEN consent of Client. Materials such as wood, metal, cement, masonry materials, roofing materials, equipment of any type, conduit and similar materials shall not be piled directly on the ground. Coverings shall be durable, watertight (fully cover sides as well as top) substantial and well anchored to prevent blowing away.

C-12 Site Protection
Contractor shall protect existing trees and other plantings which are not to be removed and all features of adjacent buildings, paved surfaces which are to remain and are susceptible to damage from ordinary operations of Contractor, trucking, or other activity.

C-13 Fire Extinguishers
Contractor must have a hand-carried, portable, UL-rated, Class A fire extinguisher for temporary offices and similar spaces and must provide a UL-rated Class ABC, dry-chemical extinguisher or a combination of extinguishers of NFPA recommended classes for possible exposures encountered. Contractor must comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

C-14 End of day conditions
Contractor shall keep the work area and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract. At the end of each day, Contractor shall secure the site, and remove any waste materials, rubbish, Contractor’s tools, equipment, machinery and surplus materials. Any tools,
equipment or materials left on the site overnight are left at the Contractor’s own risk, and must be adequately secured to prevent theft or vandalism. Any such storage locations must be approved in writing by Client.

C-15  Licenses/Bond
In performing services under this Contract, Contractor shall follow practices consistent with high professional and technical standards, and shall obtain and consistently maintain all required licenses, and shall also cause its subcontractor/s to do so.

Client shall have the right to require Contractor to furnish bonds covering faithful performance of this Contract and payment of obligations arising thereunder as stipulated in bidding requirements. Contractor shall promptly furnish a copy of the bonds and shall permit a copy to be made for any beneficiary of the bonds. Any required bonds shall be provided to Client prior to commencement of any work.

C-16  Permits and Fees
Contractor will provide and pay for all bonds, fees and permits that may be required, including bonds, permits and fees required by municipalities, including connecting fees, to directly accomplish the work under this Contract. The provisions of Mn/DOT 1702 are supplemented with the following: Mn/DOT: S-26.1. Contractor shall communicate with the appropriate agency or agencies and procure, at its own expense, all required permits. Two copies of all permits and authorizations obtained shall be forwarded to Client prior to commencing any operations requiring a permit. These permits shall include but not be limited to the following: (a) City Sewer and Water Connection for private sewer or water service work, when required; (b) City Noise Permit, when required; (c) City Sidewalk Permit; (d) City Lane Use Permit; and (e) City Obstruction Permit.

All costs incurred in connection with compliance with the above requirements will be considered to be incidental expense for which no direct compensation will be made. Any delays due to Contractor’s inability to obtain one of these permits shall not extend this Contract completion date or exempt Contractor from being in default. Contractor is advised to apply for all permits in a timely manner.

C-17  Organized Labor Policy; No Interruption of Services
Client shall maintain a position of neutrality with respect to use of contractors with union versus non-union labor.

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.

Further Contractor certifies that it will recognize the right of every worker to organize into a union or not to organize, as the worker wishes. Contractor and/or its sub-contractors shall abide by applicable labor laws and all regulations that
govern working conditions, and if Contractor’s and/or its sub-contractors’ workers choose to organize a union, then Contractor and/or subcontractors shall bargain in good faith to reach a fair and reasonable contract.

C-18 Special Events
Special events may be scheduled in the district. Contractor is responsible for coordinating all activity to provide required access and/or use of the right-of-way for these events. Any costs resulting from failure to coordinate schedules shall be borne by Contractor. Events include but shall not be limited to:
- Aquatennial – July
- Minneapolis Farmers Market – Every Thursday, early spring through Labor Day
- Events at Peavey Plaza
- HolliDazzle (Nov-Dec)
- Also refer to the Minneapolis DID website for a calendar of current events: [http://www.mplsdid.com/](http://www.mplsdid.com/)

C-19 Notices
Contractor shall promptly notify Client if: (i) Contractor is served with notice of violation of any applicable law or permit or license relating to its work, (ii) proceedings are commenced to revoke any certifications, permits or licenses which relate to the Contractor’s work; (iii) any certifications, permits licenses, or other authorizations by a government body relating to the work are revoked, (iv) litigation that is related to or could directly affect the work is commenced against Contractor, or (v) Contractor becomes aware that its work is not in compliance with applicable laws or requirements of this Contract.
MINNEAPOLIS DID
2024 CLEAN & SAFE AMBASSADOR PROGRAM
V. UNION NEUTRALITY LETTER (DRAFT)

The DID is neutral with respect to union versus non-union labor forces. The current DID ambassadors are members of SEIU Local 26. Non-union vendors shall be required to complete and submit the below Union Neutrality Letter before a contract shall be executed.

[Date]

Kathryn Reali
Chief Operating Officer
Minneapolis Downtown Improvement District
81 South 9th Street, #260
Minneapolis, MN 55402

Re: Union Neutrality and Card Check

Dear Ms. Reali:

[Contractor’s name including d/b/a if applicable] (hereafter ‘Contractor’), in connection with, and as a condition of, its contract with the Minneapolis Downtown Improvement District (the ‘District’), hereby acknowledges and agrees as follows:

1. **Employees’ Defined.** Contractor will employ certain full-time and regular part-time hourly clean and safe ambassadors to service its contract with the District. Those persons are ‘employees’ within the meaning of the National Labor Relations Act and are hereinafter referred to as ‘employees’; provided that the term ‘employees’ as used hereinafter does not include any managers, supervisors, clericals, salespeople or any other employee of Contractor.

2. **Neutrality.** Contractor will maintain a neutral approach to unionization of the employees. Contractor will not take any action nor make any statement that will directly or indirectly state or imply to employees (a) any opposition by Contractor to unionization of the employees; or (b) any preference for or opposition to any particular union representing the employees.

3. **Access to Employees.** Upon receipt of a written request from any labor union for the names, job classifications and home addresses of the employees, Contractor will send each employee a letter stating:
[insert proper name of labor union] has expressed an interest in representing [insert proper name of Contractor]’s employees in Minneapolis for purposes of collective bargaining. In order to contact employees, the union has asked for each such employee’s name, job classification and home address. The Minneapolis Downtown Improvement District has instructed [insert Contractor’s proper name] to remain neutral about unionization. Therefore, unless you ‘opt out’ by stating in writing within the next five working days that you do not want [insert Contractor’s proper name] to provide the union with your name, job classification and home address, [insert Contractor’s proper name] will provide that information to the union.

Alternatively, if you have any concerns about [insert Contractor’s proper name] knowing that you consent to providing your name and related information to the union, you may ‘opt out’ as described above and then contact the union yourself by writing to the union at [insert union’s address] or calling the union at [insert union’s phone number].

With respect to each employee who does not send timely written notice to Contractor stating that the employee does not want Contractor to provide the union with the employee’s name, job classification and home address, Contractor will promptly provide that information to the union.

4. **Card Check Recognition.** If a majority of employees sign and date authorization cards that authorize a particular labor union to represent all of them for purposes of collective bargaining with Contractor, that union may present those cards to Contractor and demand recognition, and Contractor shall recognize that union as the employees exclusive collective bargaining representative provided that no card shall be more than 12 months old. The union requesting recognition must present the signed cards to Contractor’s senior manager in Minneapolis. Contractor shall not petition the NLRB for an election. Contractor shall notify the NLRB, as required by law, of the lawful grant of recognition.

5. **Dispute Resolution.** If Contractor disputes that the union has obtained signed and dated authorization cards from a majority of the employees, the parties will, no later than 14 calendar days after the date of the request for recognition, submit the dispute for resolution by a neutral third party. The neutral third party shall be a professor of labor law in the Twin Cities agreed to by the parties.

6. **Non-Fragmentation.** Contractor has a legitimate interest in not having more than one bargaining-unit in its Minneapolis operations. Therefore, nothing in this agreement applies to any union’s attempt to organize any sub-group made up of less than all of the employee job classifications specified above.

7. **Termination.** Contractor’s obligations under this agreement shall terminate immediately if (a) Contractor recognizes a union as the employee’s bargaining representative; (b) a union petitions the NLRB for a representation election among all of the employees or any subset of the employees; (c) any labor union pickets or engages in any economic activity directed at Contractor’s Minneapolis operations or any of the operations of the District; (d) section 9 of the National Labor Relations Act is amended; (e) a labor union or its agents threatens or coerces
any employee in an effort to get that employee to sign an authorization card; or (f) a labor union or its agents disparages or speaks negatively about the management of Contractor or the terms and conditions of employment provided by Contractor in the Minneapolis area. If not earlier terminated, this agreement shall terminate two years after the date of this letter agreement.

8. **Non-Merger.** Notwithstanding any merger, integration or entireties clause contained in any contract preexisting or subsequently signed between the District and Contractor, this agreement shall remain in full force and effect.

9. **Non-Confidentiality.** This letter may be shared by the District with representatives of any parties including unions, the City or property owners, as needed, to demonstrate that the District’s position of neutrality with regard to unions is hereby transferred to its vendor.

Sincerely,

[insert signature block of Contractor’s authorized agent]
VI. CONTRACT TERM ACCEPTANCE

1. Vendor acknowledges receipt of all RFP documents listed below.

2. Vendor has reviewed and accepts all terms and conditions contained in the RFP documents listed below.

3. Vendor acknowledges that the DID may accept or reject Vendor or its proposal for any reason until a contract is executed by both parties. Vendor acknowledges that the DID will not grant an exclusive right to negotiate to any vendor. The selection of a vendor for negotiation will create no legal or equitable rights in favor of the selected vendor, including, without limitation, rights of enforcement or reimbursement. Failure by the DID for any reason to execute the contract with the selected vendor will not create any liability on the part of the DID or any of its members, officers, employees, agents, or consultants.

4. Vendor’s proposal, including, without limitation, the price set forth therein, shall remain valid and binding on the Vendor until December 31, 2024.

5. Vendor certifies that none of the officers, directors, or executives currently employed by either the Vendor, its parent company (if any), or subcontractors (if any) have any past adjudicated criminal activity.

RFP Documents:
I. Introduction to RFP
II. Proposal Requirements
III. RFP Bid Form
IV. Contact for Professional Services including: Exhibit A: District Boundaries, Exhibit B: Contractor Specific Terms, Exhibit C: General Conditions and Attachment BB: Scope of Services
V. Union Neutrality Letter (draft)
VI. Contract Term Acceptance

By signing below, Vendor acknowledges agreement here to.

Vendor: ________________________________

By: ____________________________________

Its: ____________________________________

Date: ________________________________