



REQUEST FOR PROPOSAL – PROFESSIONAL SERVICES

Holiday Décor Services

The Downtown Community Improvement District (The District)
Columbia, Missouri

Proposals are due by 12:00 p.m. noon on Monday, April 6th, 2020

The Downtown Community Improvement District (CID) in the city of Columbia, Missouri is seeking proposals for a holiday décor partner for The District. The Downtown CID is an independent organization dedicated to keeping Columbia’s downtown – The District – vital and vibrant.

The District is a live/work/play neighborhood that fosters the creative, the eclectic and the local. It is a constantly adapting community of people with traditions blending harmoniously with high tech and the latest trends in fashion, food and the arts.

The District encompasses 50 square blocks, more than 300 individual properties, nearly 5,000 residents and over 600 businesses, nonprofits and government entities (see Exhibit A). Bounded by three universities and colleges (the University of Missouri, Columbia College and Stephens College) and City of Columbia and Boone County, Missouri government buildings, the area offers both a strong day and night economy.

Our goal is to secure a first-class, professional holiday décor partner to install holiday de’cor to enhance the experience of the downtown area for guests, residents, businesses and individuals that work in The District.

It is the policy of The District to negotiate contracts for professional services on the basis of demonstrated competence and qualifications for the professional services required and such services shall be at fair and reasonable prices.

Introduction

The Downtown CID announces the release of a Request for Proposal (“RFP”) for the provisions of providing, installing and de-installing holiday décor in the District. The personnel assigned to those varied functions must come from vendors that specialize in providing holiday decoration services to the public and private sectors. The contract will commence on or about October 1, 2020 for a period of five (5) months, with an option to extend for an additional two (2) years.

The vendor will be expected to provide all staffing, decorations and equipment needs to fulfill existing and future contract needs. The vendor will also be responsible for the storage of all decorations after their de-installation.

An interested party may partner with other firms that offer complimentary services in order to provide the full spectrum of services required under the terms and conditions of the contract. If a partnership is established, the vendor must designate a primary contracting entity and designate the other(s) as subcontractor(s). **Scope of Services**

1. Design, provide, install and de-install holiday décor elements as approved by the Downtown Community Improvement District.
2. Option to extend contract for FY 2021-2022 and FY 2023-2024.

The District requires the vendor to provide prospective employees of sufficient quality and skill so as to meet the demanding nature of the work.

Budget

The Downtown CID has an annual expense budget of approximately \$40,000 for our holiday décor program. Responses to this RFP should provide detailed billing rates for each décor element as well as all staffing/labor and overhead costs. All equipment and supplies provided by the vendor. The Downtown CID reserves the right to award more than one contract if necessary to meet the overall goals and budget of the project.

Payment

In order to receive payment for Services, the Vendor will be required to submit a monthly invoice setting forth in detail, for the period payment is requested, the Service actually rendered during that period itemized by location and the amount of payment requested and the amount of payment due therefore. Invoices may not be submitted more than once a month. All invoices shall be subject to the Downtown CID's review, verification and approval, and all payments shall be conditioned upon the Downtown CID's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the contract.

Vendor is to provide to the Downtown CID evidence of payment bond, as required by law.

Sales & Use Tax

The Downtown CID is exempt from state and local sales and use tax. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract and unless otherwise agreed in writing, vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by an governmental authority in connection with the Contract and any services provided thereunder including, but not limited to any such governmental charge of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the Services. Vendor and all members of the Vendor Team shall hold the Downtown CID harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. The Downtown CID will provide selected Vendor with appropriate sales and use tax exemption certificate(s) evidencing the Downtown CID's tax-exempt status.

Contract Conditions

The acceptance of any proposal and selection of any vendor shall be subject to, and contingent upon, the execution by the Downtown CID of a contract. The contract shall contain, among other items, certain provisions required by law and by policies of the Downtown CID including, with limitations, the following provided that the Vendor:

- I. Shall defend, indemnify and hold harmless the Downtown CID, including employees and directors, against any claims or damages relating to its acts and omissions;
- II. Shall maintain financial and other records relating to the Contract, including without limitation, payroll records for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;
- III. Shall maintain insurance insurers licensed or authorized to provide insurance and in good standing with the State of Missouri, such policies shall be in a form acceptable to, and include any conditions reasonably required by the Downtown CID, and naming the Downtown CID, employees and directors as additional insureds;
- IV. Shall be licensed to conduct business in the State of Missouri;
- V. Shall represent and warrant that neither it nor any of its directors, officers, members or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services as set forth in the contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the services; and
- VI. Shall agree to Boone County, Missouri as the venue in any legal action or proceeding between the Vendor and the Downtown CID.

State of Missouri Sunshine Law

All submissions submitted to the Downtown CID in response to this request may be disclosed in accordance with the standards specified in the State of Missouri's Sunshine Law. The Downtown CID is a "public governmental body" pursuant to said Sunshine Law, therefore, all proposals may be disclosed.

Costs

The Downtown CID shall not be liable for any cost(s) incurred by the respondent in the preparation of its submission or for any work or services performed by the respondent prior to the execution and delivery of the contract. The Downtown CID is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the Downtown CID has expressly agreed to do so in writing.

Downtown CID Rights

This is a "Request for Proposals" and not a "Request for Bids". The Downtown CID shall be the sole judge of whether a proposal conforms to the requirements and merits of the RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contract contained herein, the Downtown CID reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirement of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the Downtown CID may select; to award a contract to entities who have not

responded to the RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more respondents; reject any or all proposals and cancel this RFP; in whole or in part, for any reason or no reason, in the Downtown CID's sole discretion. The Downtown CID may exercise these rights at any time, without notice to any respondent or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of this proposal or otherwise. All proposals become the property of the Downtown CID.

Applicable Law

This RFP and any contract, subcontract or any other agreement resulting henceforth shall be governed by the Laws of Missouri, and are subject to applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including, without limitation, equal employment opportunity laws.

Brokerage Fees or Commissions

The Downtown CID shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of this contract. The respondent agrees to pay the commission or other compensation due any broker or finder in connection with the contract, and to indemnify and hold harmless the Downtown CID from any obligation, liability, cost and/or expense incurred by the Downtown CID as a result of any claim for commission or compensation brought by any broker or finder in connection with this contract.

Additional Work

During the contract, the Downtown CID, at its sole discretion, may choose to work with the selected vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services. The Downtown CID's decision to do so may be based on the firm's relevant experience and its successful performance under the contract.

Insurance

The vendor and all approved subcontractors shall carry and maintain, during the term, insurance issues by insurance companies authorized to provide insurance and in good standing in the State of Missouri. Vendor shall provide certificates of insurance and proof of payment as follows:

<u>Type</u>	<u>Amount</u>
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/ \$500,000/ \$500,000
B. B. Commercial General (Public) Liability Insurance	
a. General Aggregate Limit	\$2,000,000
b. Products & Completed Operations Limit	\$2,000,000
c. Personal & Advertising Injury Limit	\$1,000,000
d. Each Occurrence Limit	\$1,000,000
The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability.	The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability.
C. Broad form property damage to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	Combined Single Limit (CSL) of \$1,000,000
a. Owned/Leased Vehicles	
b. Non-owned Vehicles	
c. Hired Vehicles	
E. Umbrella Coverage	\$5,000,000

Employment Standards

Vendor is expected to provide employment standards for recruiting staff, conducting employee background checks, drug testing, grooming, health and safety and other personnel policies and practices that are in strict compliance with all Federal, State and City laws, rules, ordinances and regulations and which take into account that work performed by an individual may take place in inclement weather.

Questions

Respondents may submit questions and/or request clarifications from the Downtown CID by submitting them in writing to the attention of the Downtown CID's Executive Director at 11 South Tenth Street, Columbia, MO 65201. The phone number for the Executive Director is (573) 442-6816.

Disclaimer

The Downtown CID and its respective officers, directors, members and employees make no representation of warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Downtown CID does not warrant or make any representation as to the quality, content, accuracy or completeness of the information, text, graphics or any other facet of this RFP, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with any website or social media platform on which this RFP has been posted, or in connection with any other electronic medium utilized by the respondents or potential respondents in connection with or otherwise related to this RFP.

Letter of Interest & Qualifications

A sealed bid including eighteen (18) copies of the letter of interest and qualifications should be delivered to:

Downtown Community Improvement District
Nickie Davis, Executive Director
11 South Tenth Street
Columbia, MO 65201
Via Email: ndavis@discoverthedistrict.com

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Information submitted must include the following:

1. Brief description of the firm, its history and its background in the holiday décor field.
2. Qualifications of the firm
3. Bidder's Federal Employee Identification Number
4. Itemized pricing for each element of the Scope of Services
5. List of all subconsultants/subcontractors, if any, and their background and contact information.
6. List of similar work performed for municipalities or agencies, including a description of the work, total cost of the project and a list of references each with phone number and email address. Photos/video of holiday decor work performed is requested.
7. Provide a preliminary list of proposed equipment necessary to execute the Scope of Services
8. A copy of bidder's certificate of corporate good standing or fictitious name registration from the Missouri Secretary of State or other evidence acceptable to the Downtown CID.
9. A statement that the bidder is current on payment of its: (i) Federal income tax withholdings; and (ii) State income tax withholding and unemployment insurance payments, either in Missouri

for companies doing business in Missouri, or in the state in which the bidder has its principal office.

10. Implementation timeline showing sequence of steps from award notification to launch.

Selection Process

Proposals will be screened by a committee for adequacy of content, technical competency and holiday décor experience.

Criteria for the selection shall be, but not necessarily limited to the following:

1. Proposal content
2. Background and similar experience
3. Capacity and capability of a professional firm to perform the work required, including specialized services.
4. Experience of key personnel, including project specific experience for each individual.
5. Satisfactory references
6. Demonstrated success in holiday décor services
7. Past history of performance excellence with respect to such factors as cost control, quality of work, employee safety, and ability to meet all established deadlines.
8. Understanding of and sensitivity to the community of Columbia, Missouri and its governmental agencies, its residents and the business owners, property owners, non-profit organizations and government entities that are stakeholders in The District.

Contact Information for Questions/Clarifications:

Nickie Davis, Executive Director
ndavis@discoverthedistrict.com
(573) 442-6816

