

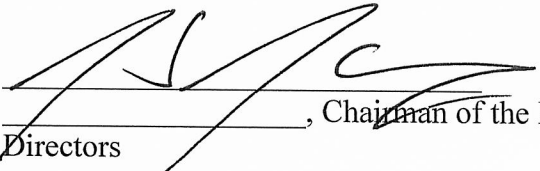
**RESOLUTION NO. 2018-11**

**A RESOLUTION OF THE DOWNTOWN COMMUNITY  
IMPROVEMENT DISTRICT APPROVING RANDY  
FLETCHER WITH BRIGHTER DAYS TO PROVIDE  
INSTALLATION AND DEINSTALLATION OF THE  
MAGIC TREE**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:**

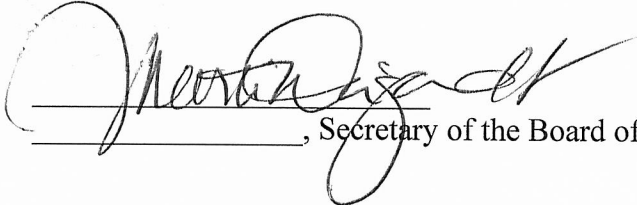
The Downtown Community Improvement District (the "District") hereby retains Randy Fletcher pursuant to the engagement letter executed this date by the Board of Directors of the District in the form attached hereto as Exhibit A.

Passed this 8th day of August, 2017.

  
\_\_\_\_\_, Chairman of the Board of  
Directors

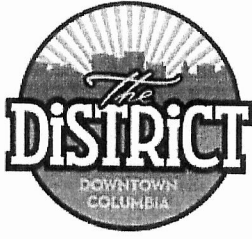
(SEAL)

Attest:

  
\_\_\_\_\_, Secretary of the Board of Directors

**EXHIBIT A  
TO RESOLUTION NO. 2018-11**

**Engagement Letter**



## **REQUEST FOR PROPOSAL – PROFESSIONAL SERVICES**

Magic Tree Installation – The Downtown Community Improvement District  
Columbia, MO

***Proposals are due by Noon on August 8, 2017.***

The Downtown Community Improvement District (CID) in the city of Columbia, Missouri, is seeking proposals for a professional contractor to install a Magic Tree at 9<sup>th</sup> and Broadway for the 2017 holiday season for The District. The Downtown CID is an independent organization dedicated to keeping Columbia's downtown – The District – vital.

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 tradition 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, 1200 residences and over 600 businesses, non-profits and government entities. (See Exhibit A) Bounded by 3 Universities and Colleges and City Government buildings, the area offers both a strong day and night economy.

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 professional contractor to install a Magic Tree. The contract will commence on approximately October 1, 2017 for a period of six (6) months, with the option to extend for an additional two years.

### **Scope of Services**

Provide all lighting and labor necessary for the installation and removal of 20,000+ holiday lights on the tree in front of Commerce Bank at Ninth and Broadway. Provide all equipment, including extension cords, and secure necessary City approval. Lights to be 100% LED in a variety of colors, shapes and sizes.

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

### **Budget**

Responses to this RFP should provide detailed billing rates for each element as well as all staffing and overhead costs. All equipment and supplies provided by the vendor.

### **Payments**

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

### **Sales and Use Tax**

The 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 any 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 CID harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. The CID will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing the 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 CID of a Contract. The contract shall contain, among other terms, certain provisions required by law and by policies of the CID including, without limitation, the following providing that the Vendor:

- i. Shall defend, indemnify and hold harmless the 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 with 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 CID, and naming the CID, employees and directors as additional insured's;
- iv. Shall be licenses 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 CID.

#### **State Sunshine Law**

All Submissions submitted to the CID in response to this request may be disclosed in accordance with the standards specified in the Sunshine Law. The CID is a “public governmental body” pursuant to said Sunshine Law, therefore, all proposals may be disclosed.

#### **Costs**

The CID shall not be liable for any cost 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 CID is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the CID has expressly agreed to do so in writing.

#### **CID Rights**

This is a “Request for Proposals” and not a “Request for Bids”. The CID shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contract contained herein, the CID reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements 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 CID may select; to award a contract to entities who have not responded to this 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 of the respondents; permit the correction of deficient proposals that do not completely conform with the RFP; waive any conditions or modify any provisions of this RFP with respect to 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 CID’s sole discretion. The CID may exercise these rights at any time, without notice to any respondents 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 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 all 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 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 the pay the commission or other compensation due any broker or finder in connection with the

Contract, and to indemnify and hold harmless the CID from any obligation, liability, cost and/or expense incurred by the CID as a result of any claim for commission or compensation brought by any broker or find in connection with this Contract.

**Additional Work**

During the Contract, the 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 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.

| TYPE   | AMOUNT                                     |
|--|--|
| A. Workers' Compensation   | Statutory                                  |
| Employers' Liability   | \$500,000/\$500,000/\$500,000              |
| 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                                |
| <i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i> |  |
| C. Broad form property damage, to include fire legal liability   | \$50,000 per occurrence                    |
| D. Business Automobile Liability   |  |
| a. Owned/leased vehicles   | Combined Single Limit (CSL) of \$1,000,000 |
| 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 and other personnel policies and practices and policies for working in inclement weather.

**Questions**

Respondents may submit questions and/or request clarifications from the CID by submitting them in writing to the contact person at the contact person’s email address listed below.

**Disclaimer**

The CID, and its respective officers, directors, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the 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 disclaim any liability for any technical errors or difficulties of any nature that may arise in connect with any website 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 proposal including fifteen (15) copies of the letter of interest and qualifications should be delivered or emailed to:

Katie Essing, Executive Director  
The District  
11 S. Tenth St.  
Columbia, MO 65201  
Via Email: [kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)

***Proposals are due by Noon on August 8, 2017.***

Information submitted shall include the following:

1. Itemized pricing for each element of scope of services
2. Brief description of the firm, its history, and its background in the holiday decor field
3. Bidder's Federal Employee Identification Number
4. Qualifications of the firm
5. List of all sub consultants (if any) and their background and contact information
6. List of similar work performed for municipalities or agencies, including a description of the work, cost of the project, and a list of references with phone numbers
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 of other evidence acceptable to The District.

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 for adequacy of content, technical competency and experience.

Criteria for the selection shall be as follows:

1. Proposal content
2. Background and similar experience
3. Capacity and capability of professional firm to perform the work required, including specialized services
4. Experience of key people, including project specific experience for each person
5. Satisfactory references
6. Demonstrated success in holiday décor services
7. Past record of performance for professional firm with respect to such factors as control of costs, quality of work and ability to meet deadlines.
8. Sensitivity to context of Columbia, Missouri

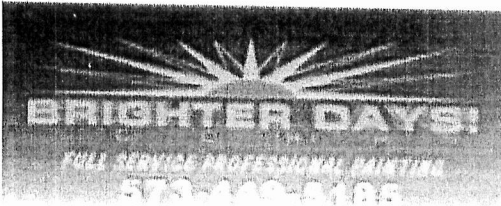
**Contact Information for Questions:**

Katie Essing, Executive Director  
[kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)  
573-442-6816



Exhibit A: The Downtown CID (The District) Map:





Look to **BRIGHTER DAYS! Corp** for these services:  
•Painting (Interior & Exterior, Residential & Commercial)  
•Window Cleaning •Gutter Cleaning •Power Washing  
•Wall Covering Installation •Wall Covering Removal  
•Deck Refinishing •Drywall, Trim, Siding & Deck Repair  
•Faux Finishing •Drapery, Blind & Shutter Installation  
•Picture & Mirror Hanging •Holiday Lighting

<http://www.brighterdayspainting.net>  
**BRIGHTER DAYS! CORP.**  
Randal W. Fletcher, President  
303 W. Hickam Dr.  
Columbia, MO 65203  
573-864-5976 Cell  
573-449-5185 Phone/Fax  
[randalwfletcher@gmail.com](mailto:randalwfletcher@gmail.com)

### Holiday Tree Lighting Proposal

August 1, 2017

The District  
Katie Essing  
11 S. 10th St.  
Columbia, MO 65201  
573-442-6816

[kessing@discoverthedistrict.com](mailto:kessing@discoverthedistrict.com)

Work to be performed in front of Commerce Bank at 9th and Broadway.

We hereby propose to **provide the lights and perform the labor**, including the equipment, necessary for the completion of installing 20,000 + holiday lights on the tree in front of Commerce Bank. Lights will be 100% LED in a variety of color, shapes and sizes.

Price includes lights, extension cords (lights and extension cords remain property of **BRIGHTER DAYS! CORP.**), installation and removal at the end of the season including reserved parking permits and sidewalk work permits.

Price: \$.30 per light at 20,000 = \$6000.00

All precautions shall be taken to produce a neat, clean and safe job and work site while the above is completed in a substantial workmanlike manner for the labor and materials amount of: **\$6000.00**.

Payments to be made as follows: full amount at completion of installing the lights.

**Option:** use a percentage of specialty lights for an additional charge of an extra \$.30 per light (totaling \$.60 per light for the specialty lights). Specialty lights would be lights that are either color changing or that have unusual bulbs such as bulbs with tinsel in them or that have larger spheres or project color, etc.

10% specialty lights (2000) would be an additional \$600.00.

20% (4000) would be an additional \$1200.00

30% (6000) would be an additional \$1800.00

This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted, *Randal W. Fletcher*, President – **BRIGHTER DAYS! CORP.**

Alias: *Will Treelighter*

**Acceptance of Proposal: Please indicate if you would like any of the options by circling and initialing the option you want included, sign below and return to BRIGHTER DAYS! CORP.**

The above price, plus the specifications and conditions are satisfactory and are hereby accepted.

**BRIGHTER DAYS! CORP.** is authorized to do the work as specified. Payment will be made as outlined above.

Accepted *Katie Essing* Date 8-9-17

*"Here's to Clear Vision and Houses in Order"*