

August 15, 2017

RFP 158695

**PURCHASING DIVISION
101 EAST 11th STREET, STE. G-13
CHATTANOOGA, TENNESSEE 37402
CITY HALL**

Request for Proposals for the City of Chattanooga, TN

Proposals will be received at 101 East 11th Street, Ste. G-13, Chattanooga, TN, 37402, until 4:00 p.m., e.s.t., on Monday, September 4, 2017.

**Requisition No.: RFP 158695
Ordering Dept.: Economic and Community Development
Buyer: Deidre Keylon
Phone No.: 423-643-7231
Fax No.: 423-643-7244**

Items Being Purchased:

SHORT TERM VACATION RENTAL PROGRAM CONSULTANT

*****REQUEST FOR PROPOSALS MUST BE RECEIVED*****

NO LATER THAN

4:00 P.M. E.S.T. ON SEPTEMBER 4, 2017

****ALL QUESTIONS MUST BE SUBMITTED IN WRITING****

AND RECEIVED NO LATER THAN

4:00 P.M. E.S.T. ON AUGUST 25, 2017

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable: <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

NOTE: ALL PROPOSALS MUST BE SIGNED.

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated within Offeror's proposal.

REQUEST FOR PROPOSALS

SHORT TERM VACATION RENTAL PROGRAM CONSULTANT

AUGUST 15, 2017

OVERVIEW

The City is seeking a Consultant for the purposes of facilitating a Short Term Vacation Rental (STVR) Program, and related activity. The awarded Contractor(s) will be responsible for the professional quality, technical accuracy, and the coordination of all services provided.

Any Blanket Contract for services described herein shall be for a period of one (1) year, with two (2) additional optional one (1) year renewal periods, upon agreement of both parties.

The final number of contract(s) awarded will be within the sole discretion of the City. There is no guarantee that any work will be requested from an awarded Contractor.

GENERAL INSTRUCTIONS TO PROPOSERS

Sealed Proposals must be submitted in hard copy format to the Purchasing Division, City of Chattanooga, by no later than 4:00 p.m., EDT, on September 4, 2017 to the attention of:

City of Chattanooga Purchasing Division
Attn: Deidre Keylon
101 East 11th Street
Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7231
Fax: (423) 643-7244

Late or misdirected proposals shall be rejected and returned unopened without exception. Postmarks are not accepted.

Quantity and Format

Proposer shall submit seven (7) complete copies of their proposal; one (1) original, five (5) copies and one (1) electronic copy in PDF format on a flash drive. All proposals shall be submitted in a sealed non-transparent envelope or box marked **"RFP 158695 - Proposal for SHORT TERM VACATION RENTAL PROGRAM CONSULTANT"**.

Detailed Technical Proposals

Complete technical submittals shall be submitted with the Proposal. These technical submittals shall describe in detail how the Proposer complies with each specification requirement of the RFP. Any deviations from the specifications shall be noted.

Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the Proposal.

Proposer-Supplied Materials

Any material submitted by a Proposer shall become the property of the City unless otherwise requested at the time of submission. **Any firm submitting a proposal should assume the information included in the proposal is subject to the Open Records / Freedom of Information Act.**

Incurring Costs

The City shall not be liable for any cost incurred by the proposer prior to the issuance of a contract purchase agreement and will not pay for the information solicited or obtained. Proposer shall not include or integrate any such expense as part of its proposal.

Economy of Preparation

Proposals shall be prepared simply and economically. Proposals shall provide a straightforward and concise proposal description. Emphasis shall be placed on clarity and content.

Proposal Withdrawal Procedure

A Proposal may be withdrawn at any time until the date and time set above for opening of proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer to provide the specifications set forth in the proposal, until the successful proposal(s) is/are accepted and a contract has been executed between the City and the successful Proposer(s).

General Reservation of City Rights

The City of Chattanooga may contact any firm for the purpose of obtaining additional information or clarification.

General Terms

Any contract resulting from this Request for Proposal will be subject to the City of Chattanooga's Standard Terms and Conditions.

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Any exceptions to said Terms and Conditions must be submitted with Proposal response.

Proposers shall state any exceptions to or deviations from the terms of this Request for Proposals and the Standard Terms and Conditions. Where proposer wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. The Contractor shall be bound to accept all stated terms not excepted in its proposal.

City reserves the right to accept or reject any or all exceptions / deviations at its sole discretion. City reserves the right to reject excepted or conditional proposals at its sole discretion.

Any resulting contract shall be open to other Tennessee governmental agencies (including school districts) as a "piggyback contract", based on mutual agreement of the other governmental agency and the Proposer. Other agencies, under separate agreement, are allowed to purchase the same items, at the same terms and conditions as this proposal, during the period of time that this contract is in effect. Potential contractual liability matters resulting from any "piggyback contract" shall be the responsibility of the other Tennessee governmental agency placing the order.

Contract Administration Activity

The Proposer will be expected to provide periodic reporting and/or attend Contract Administration meetings, as described in this document, or as otherwise required by the City Purchasing Division.

ADDITIONAL REQUEST FOR INFORMATION

All questions, and requests for information or clarification must be submitted in writing, and will be accepted until 4:00 PM on August 25, 2017, and shall be sent to:

City of Chattanooga Purchasing Division
Attn: Deidre Keylon, Buyer
101 East 11th Street
Suite G13
Chattanooga, TN 37402
Phone: (423) 643-7231
Fax: (423) 643-7244
dmkeylon@chattanooga.gov

Any communication concerning this RFP must be conducted exclusively with the Purchasing Division Buyer, until the evaluation and award process has been completed. Failure to honor this request will be negatively viewed in the selection process.

PROPOSAL SCOPE OF WORK

Desired Outcomes:

- The identification of Short Term Vacation Rental (STVR) properties in the City of Chattanooga
- The consolidation of records to establish a reliable STVR database
- Assistance with Codes compliance enforcement
- Assistance in tax collection
- STVR compliance monitoring, notification, and reporting to undergird enforcement

Scope of Work Includes:

1. STR Parcel (Property) & Address Identification

The City of Chattanooga has a need to identify properties that are Short Term Vacation Rentals. The City of Chattanooga states that all STVR property owners be permitted to provide short term rental services. This is a dynamic activity that changes daily. It is necessary for the proper oversight of this program to identify STVR properties with complete information located within the City of Chattanooga, Tennessee.

Therefore, a qualified firm is being sought to provide regularly occurring information and support this with real time analytics for review on the web. It is desired that those analytics include, at a minimum:

- Current report of all active STVR listings
- Complete parcel and address for each STVR listing
- Contact information for each STVR listing
- Contact information and address of each property's Owner
- High resolution images of each active listing (Images refreshed on a regular basis)

2. Consolidation of STR Records

Consolidation of records is necessary to establish a reliable STVR database

- Match identified STVR properties with Land Development Office permitted STVR properties
- Match identified STVR properties with those maintaining a current hotel occupancy tax account but not permitted
- The deliverable would be a dynamic master database of City of Chattanooga STVR properties

3. STR Compliance Monitoring, Notification, and Reporting

Conduct ongoing monitoring of STVRs operating in City of Chattanooga for zoning and permit compliance. Compliance monitoring shall be undergirded with systematic outreach to non-compliant STR property owners and permit holders.

- Provide ongoing monitoring of STVR properties for zoning and permit compliance
- Proactively and systematically contact unpermitted and/or illegal STVR operators (using City of Chattanooga's form letter language) – Proof of contact is required
- Timely report activity on zoning, permit and legal non-compliance by address and by owner
- As part of this report, identify STVRs operating illegally or not in compliance with zoning, permitting, nuisance issues, and all past attempts to bring the STR into compliance.

4. STVR Rental Activity Monitoring and Tax Collection Assistance

Actively monitor City of Chattanooga's STVR properties for signs of rental activity and provide timely reports.

- Provide predictive analysis of collected information
- Monitor STVR availability and activity across multiple and diverse STVR and classified websites
- Provide detailed information and reviews including price listings
- Provide consolidated site calendars for each active listing identifying the source listings for each property
- Quarterly provide pro-active, systematic and data-informed outreach to STVR operators regarding their tax remittance obligations (using City of Chattanooga form letters)
- Report on City of Chattanooga STVR tax compliance
- Provide up-to-date list of short-term rental owners suspected of non- or under-reporting taxes
- Document the information that serves as the basis for suspicion of tax non- or under-reporting
- Develop custom reports and analytics to support tax audits and other STVR related investigations

5. Zoning, Permitting, and Violation Enforcement Assistance

Non-emergency problems related to STVR properties occur. However, those events may occur after hours, on weekends, and on holidays. City of Chattanooga is seeking assistance in enforcing that compliance on a 24/7/365 basis.

- Incidents may be reported by phone, text, email, or other media
- Full documentation of the incidence must be collected on all reported incidents
- Digital recordings and written transcripts of all calls is desired
- Ability to capture photos, video, audio, and other digital recordings to document complaints at the property level

- Initial, real-time outreach to owners of properties is desired and documentation of such
- Regular reports shall contain:
 - The number and types of reported incidents
 - List of properties and ownership for which incidents have been reported
 - Properties whose permits have been revoked
 - Properties currently before the Board of Zoning Appeal (BZA) or Environmental Court
 - All incidence reporting shall be prompted to contact Police/Fire/Paramedics if a real emergency exists
 - Provide Advice on STVR Trends, Best Practices, and STVR Legislation Activity around the Country

PAYMENT OF SERVICES

1. The City will make payment according to the City's policies and procedures.
2. Invoices
 - a. Accurate and complete Invoices, with all backup documentation, shall be submitted to:

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

With Copy to:

Land Development Office
drucker@chattanooga.gov
cyoung@chattanooga.gov

- b. Vendor's Invoice must list a valid Email Address for billing questions and inquiries.
- c. Vendor's Invoice Date must minimally be the date that the Invoice is submitted to the City. The Invoice Date must not precede submission date, the Ship Date or Service Date.
- d. Invoice descriptions on transaction lines must match the Blanket Purchase Order's transaction line items, and reference the corresponding transaction line number. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- e. Invoices to the City shall reference the Purchase Order number.
- f. Invoices must be received by the City within two (2) weeks of the completed quoted work, with emphasis on earlier submission.
- g. Any Vendor invoice that is incomplete, inaccurate, or otherwise unable to be processed will not be considered valid or procedurally compliant.
- h. Revised Invoices - must be clearly marked "Revised", and must reference the Invoice Number that it is replacing.

REVIEW AND EVALUATION OF PROPOSAL

All proposals submitted in response to this RFP will be evaluated by an Evaluation Committee, in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the proposers whose proposal is deemed to be in the best interests of the City.

Evaluation Committee

A committee consisting of individuals selected by the City will receive all proposals submitted. Each proposal will be awarded a maximum of 100 points based on the evaluation criteria. The City, at its sole judgment, will decide if a proposal is viable.

Evaluation Criteria

In preparing responses, proposers should describe in detail how they propose to meet the specifications as detailed in this solicitation document.

The specific categorical factors that will be applied to the proposal information, in order to assist the City in selecting the most qualified proposers for the contract, are as follows:

- **35 points: Value/Cost Efforts**
- **35 points: Competence/Approach to Scope of Work**
- **20 points: Qualifications and Team Experience**
- **10 points: Reference Projects**

Selection of Proposers for formal presentations (if any) and for contract negotiations will be evaluated based on an objective evaluation of the criteria listed above.

Formal Presentations

In the event that a Proposer cannot be selected solely on the Proposals submitted, the City may invite up to three (3) qualified firms for formal presentations. The City reserves the right, however, to invite more or less than this number, if the quality of the proposals so merits.

The City Evaluation Committee may revise the initial scores based upon additional information and clarification received in this phase. If your company is invited to give a presentation to the City, the offered dates may not be flexible.

A presentation may not be required, and therefore, complete information must be submitted with a proposer's proposal.

Selection of Finalist(s)

After review of the proposals by the Evaluation Committee and formal presentations (if any), the City may, at its sole option, elect to reject all proposals or elect to pursue the project further. In the event that the City decides to pursue the project further, the City will select the highest ranked finalist(s) to negotiate an agreement.

RESPONSE FORMAT

Cover Letter

Include a cover letter, issued by an Officer of the proposing entity, introducing your company, summarizing your qualifications, and detailing any exceptions to the RFP

Include principal contact information for this RFP, including address, telephone number, email address, and website (if applicable).

Value/Cost Efforts (35 Points)

Identify an annual all-in cost for this service.

This Annual Cost must include the following:

- All warranty and/or extended warranty costs.
- All licensing or maintenance costs.
- Include all additional lifecycle costs.
- Includes implementation

Competence/Approach to Scope of Work [35 points]

· Offeror shall demonstrate in detail how each SOW will be addressed in order to achieve the stated Outcomes of this solicitation.

The SOW includes:

- STVR property & address identification
- Consolidation of STVR records
- STVR compliance monitoring, notification, and reporting
- STVR rental activity monitoring and tax collection assistance
- Zoning, permitting, and violation enforcement assistance
- Offeror shall address the various regularly occurring reports and informational meeting schedules, as well as data refreshing cycles.
- Offeror shall demonstrate knowledge of the project objectives and existing assumptions, identify potential challenges, and approach to minimizing any disruptions to performance.
- Offeror shall demonstrate efficient use of manpower, material resources, equipment, and technology necessary for completing the project efficiently within the constraints outlined in this request for proposal.
- Offeror shall demonstrate their approach to quality management

Qualifications and Team Experience [20 points]

- Demonstrate your firm's knowledge in the provision of services related to the project.
- Demonstrate your firm's related project experience.
- Demonstrate your firm's financial and manpower capacity to perform work.

- List all current litigation(s) in which your firm is a defendant (not the legal details).
- Clearly define your project team's organizational structure including defined responsibilities and use of subcontractors.
- Demonstrate relevant experience of proposed team members.
- Explain unique team experience, expertise, and/or approach for completing the project.
- Identify team members responsible for developing and providing information to City of Chattanooga
- Identify team members responsible for meeting with and advising City of Chattanooga.

Reference Projects [10 points]

- Demonstrate ability to perform similar projects on-time and on-budget.
- Detail experience on a minimum of five (5) projects of similar scope.
- Identify when the work was completed (preference is given to more recent projects of similar scope).

Include the following:

- City/agency/department/office for which performed
- Dates of project, Type of project, Dollar value, Is the entity still utilizing your service/product?
- Owner contact information for the listed projects, including an email address that can be used as reference verification.

Bad contact information and/or non-responsive references will be reflected in the scores.

APPENDIX A

Checklist for Cloud Based Contracts

Checklist for Cloud Based Contracts (for external use)

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any cloud-based product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties. .

User Licenses

Specify the quantity of licenses provided to cover the number of users.

Service Level Agreements

Identify the amount of guaranteed "uptime"

Describe the process and timeline for dealing with "downtime"

Describe the consequence for any failures (including credits, etc.)

Data Management

Data to be hosted and managed by Provider.

Along with production environment of the data, a test environment must be included.

Ownership of Data

Data belongs to the City

Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.

Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format

Provider does not acquire or may not claim any security interest in the data.

Data Retention

Provider to retain all City data consistent with City Retention requirements and all local, state and federal laws.

Provider to destroy all City data on provider's server within thirty (30) days of written request by the City.

Location of Data

No storage and backup to take place in other countries.

Certifications for specific information types

Provider to produce any required certification for specific data/information types (e.g. PHI, CJI, etc.)

Provider to identify any special requirements or restrictions for particular information or data types (e.g. if a separate agreement must be entered to store PHI).

Data Security

Provider to specify the specific independent security standard utilized by the Provider.

Provider to provide an audit (SAS70/Type II audits).

IT to obtain and review the appropriate audit report before contracting.

Data Security

Provider to provide notice of security/data breaches immediately upon learning of such a breach. This notification is in addition to any breach notification requirements set forth in local, state or federal law.

Emergency Security Issues

Describe the objective standard that applies to emergency suspension of services and include a materiality component or similar threshold.

Data Privacy

Provide the privacy policy that describes the different types of information collected; how it is used, disclosed, and shared; and how the provider protects the information.

Data Encryption

Provide for encryption of data in both transmission and storage ("at rest") and explain the encryption standards applied.

Data Redundancy

Explain the data backup practices, including the frequency of the data backup as well as ongoing access to the data or the delivery of such data to the City.

Data Conversion

Provider to identify whether any data conversion must take place in order to make the software available to the City and at termination of the agreement in order to return data to the City.

Provider to provide cost estimates for any hourly rates that may apply to such conversion.

The cost of any initial data conversion must be included in the initial fee schedule or invoice.

Conduct appropriate testing to verify the simplicity of the provider's mapping scheme.

Cyber Security Insurance

Provider to identify whether it carries cyber security insurance.

Provider to add the City as an additional insured to any cyber security policy and provide a certificate of insurance naming the City as an additional insured.

Indemnification of City

Provider to indemnify the City in all regards for any actions or omissions under this Agreement, including, but not limited to, any claims of infringement of intellectual property rights, breach, and any end user content and actions.

Electronic Discovery (e-discovery)

Identify the format in which data will be produced in the event of a discovery request.
Identify tools are available to access City data in the event of an e-discovery need.

Suspension of End User Accounts

Suspension of end user accounts for violations of AUP or terms of service are limited to material violations or violations that significantly threaten the security or integrity of the Provider's system. With "material" and "significant" to be clearly defined.

Suspension and Termination of Service

Provider to identify the events or conditions that would allow for suspension or termination of services

Provider must provide a minimum 60 days advance notification of suspension and termination of services.

Provider must identify the basis for the suspension or termination.

Provider must give adequate time for the City to make arrangements for migration of its data and the identification of a new service provider.

Provider must ensure the data remains available to the City, in a usable format, for a specified period of time following a termination.

Regardless of the reason for the termination, Provider must return the data to the City in an agreed upon format within 30 days of termination.

If suspension is due to Provider fault, no payment will be made for the period of suspension or Provider will credit the City for any days when the service is suspended.

Warranty

Provider to warrant that the service conforms to and will perform to in accordance with its specifications and that it does not infringe on any third-party intellectual property rights.

Incorporation of URL Terms

While it may be reasonable to deal with technical standards and guidelines or other "non-legal" matters elsewhere, all legal terms must be included in the contract itself or attached as an Exhibit.

Provider must provide direct, individual notice sufficiently in advance of the effective date of any amendments to incorporate terms, along with the right to terminate if such amendments are unacceptable or materially detrimental to the City's interests.

**APPENDIX B
PROPOSER QUALIFICATION DATA**

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached.

1. Company Name of proposer:

2. Main office address:

3. Phone: _____ Fax: _____

- a. Email Address:

4. Proposers federal tax identification number:

_____ (Please attach Form W-9)

5. The proposer is organized as a

6. The date the proposer was organized in its current form:

7. If a corporation, the state where it is incorporated:

8. Is your company registered with the Tennessee Secretary of State?

a. ☐ YES

b. ☐ NO - Please explain

9. How many years have you be engaged in the business described in this solicitation, under your present firm or trade name:

10. Describe any pending plans to sell or merge your company.

11. Have you ever been debarred or suspended by a government from consideration for the award of contracts?

a. ☐ YES - Please list the contract party, and explain

b. ☐ NO

12. Have you ever been disqualified, removed, sued, or otherwise prevented from proposing on or completing any contract?

a. ☐ YES - Please list the contract party, and explain

b. ☐ NO

13. Have you ever been charged with liquidated damages on a contract?

a. ☐ YES - Please list the contract party, and explain

b. ☐ NO

14. Bonding

a. Limit: \$ _____

b. Bonding Company: _____

c. Address: _____

d. Phone Number: _____

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

For further information, please see website:

[http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 1.24.17.docx](http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_1.24.17.docx)

Affirmative Action Plan

For RFP 158695

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer."

- b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group and female applicants for employment opportunities
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.
5. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
6. The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)