



THE UNIFIED GOVERNMENT OF  
ATHENS-CLARKE COUNTY (ACCGUG)

**DATE:** January 5, 2021

**TO:** Computer Software Systems for Short-Term Rental Compliance Management Systems

**SUBJECT:** RFP #01027 Short-Term Rental Program Management System

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You are invited to submit a proposal to provide a short-term rental tax collection and management system that will create and maintain a database of short-term rentals in Athens-Clarke County, provide for the collection of excise taxes and other fees and taxes, and assist with code enforcement activities for the Athens-Clarke County Unified Government (ACCGov).

Inquiries regarding proposals should be made to Jessica Beri, Purchasing Administrator, or Toro Holt, Senior Buyer, (706) 613-3068 or [accbids@accgov.com](mailto:accbids@accgov.com). Technical questions may be directed to Chris Caldwell, Assistant Finance Director, 762-400-6042, [chris.caldwell@accgov.com](mailto:chris.caldwell@accgov.com), or Travis Cooper, Chief Information Officer, 706-613-3075 [travis.cooper@accgov.com](mailto:travis.cooper@accgov.com).

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Unified Government of Athens-Clarke County Purchasing Division of the Finance Department. Failure to comply with the written requirements for this proposal may result in the rejection of the proposal by the Unified Government of Athens-Clarke County.

**One (1) USB flash drive with a copy of the Proposal WITHOUT Pricing, One (1) paper copy(s) without pricing, and One (1) separately sealed paper copy of section V-D Price Proposal Schedule** must be submitted. Proposals are to be sealed, marked with the offeror's name and address and labeled, "**RFP #01027 Short-Term Rental Program Management System**" and delivered to:

The Unified Government of Athens-Clarke County  
Finance Department, Purchasing Division  
375 Satula Avenue  
Athens, Georgia 30601

Not later than **3:00 P.M. ET, WEDNESDAY FEBRUARY 10, 2021**

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal opening date. Please call (706) 613-3088 for more information. This service is in compliance with the Americans with Disabilities Act (ADA).

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m. E.T., Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

The Unified Government of Athens-Clarke County reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Unified Government of Athens-Clarke County.

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## SECTION I - REQUEST FOR PROPOSAL SUBMISSION INSTRUCTIONS

ALL PROPOSALS RECEIVED WILL BECOME A PART OF THE OFFICIAL CONTRACT FILE AND MAY BE SUBJECT TO DISCLOSURE.

**A complete signed proposal must include the documents listed below:**

**PROPOSAL FORMAT:** Offerors are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the offeror's risk. Each offeror shall furnish the information required by the solicitation. *The proposal and price schedule must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the offeror.*

All proposals received will become a part of the official contract file and may be subject to disclosure.

**PROPOSAL FORMAT:** All proposals should include the information outlined below and **in the following order:**

1. **Cover Letter:** A brief cover letter of introduction and interest.
2. **Table of Contents:** Including all sections and subsections.
3. **Business Information:** State the full name and address of your organization and the branch office or subordinate element that will perform the services described in this proposal. Include a telephone number, email address, the point of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation. Include the state(s) in which you are incorporated and/or licensed to operate.
4. **Qualifications and Experience:** Include an organization chart and summary resumes of key personnel proposed for the project, including designations of the team leader, the staff or consultant responsible for design, the person responsible for all proposed communications with the owner and all proposed sub-consultants and a description of their roles.
  - a. **Current Project Assignments:** Identify the current project assignment(s) and the currently identified completion date(s) for projects currently being managed by the key individuals proposed for our project.
  - b. **Understanding of the Project:** Statement of the firm's understanding of the project and proposed approach for providing requested services.
  - c. **Additional Services Required:** Based on the firm's understanding of the project, identify any additional services that might be required for a successful program.
5. **References:** Include a minimum of three references for contracts of a similar nature, preferably public sector references. Include the name, address, telephone number, email address, point of contact and description of the contract for each reference.
6. **Other Relevant Information:** Include any other relevant information concerning the project in this section.

**SUBMITTAL FORMAT:** ALL proposal copies must be submitted in a sealed envelope or container with the **OUTERMOST** container stating the company name, address, telephone number, the RFP number and TITLE (**RFP #01027 Short-Term Rental Program Management System**). If you have an ACCUG Vendor Number please include it on the sealed envelope or container. If you are a current vendor and do not know your vendor number, please call (706)-613-3088 or email: [purchasing@accgov.com](mailto:purchasing@accgov.com). If you do not have a vendor number, please fill out a vendor registration form found at [Vendor Registration Form](#) so one may be issued to your company. **The ACCUG Vendor Number is not required to submit a Bid but we encourage companies to apply.**

- One (1) USB Flash drive with a copy of the Proposal WITHOUT Pricing
- One (1) paper copies of the signed proposal WITHOUT price
- One (1) Separately Sealed paper copy of section V-D Price Proposal Schedule  
(Must be submitted separately in a sealed envelope)

Offerors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the Unified Government of Athens-Clarke County for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper or Improper address. **Proposals via facsimile will NOT be considered.**

**ALL DOCUMENTS SUBMITTED ON USB FLASH DRIVE MUST BE IN A SINGLE PDF FILE**

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY  
REQUEST FOR PROPOSAL (RFP)  
SHORT-TERM RENTAL PROGRAM MANAGEMENT SYSTEM  
ATHENS, GEORGIA**

**SECTION II - REQUEST FOR PROPOSAL OVERVIEW AND PROCEDURES**

**A. INTRODUCTION**

**PURPOSE**

The Unified Government of Athens-Clarke County desires to solicit competitive proposals from responsible vendors to provide a short-term rental tax collection and management system that will create and maintain a database of short-term rentals located in Athens-Clarke County, provide for the collection of excise taxes and other fees and taxes and assist with code enforcement activities related to short-term rentals for the Athens-Clarke County Unified Government (ACCGov). Monitoring, taxing and enforcing code compliance for short-term rentals (STRs) requires significant technology and human resources that are not currently available. For this reason, Athens-Clarke County is looking for a cloud-based solution for these services for a one-year period, with the option to extend the contract for four additional one-year terms, if agreed upon by all parties.

The contractor will provide services per the scope of services as indicated in Section III of this request for proposal (RFP).

**B. RFP TIMETABLE**

The anticipated schedule for the RFP and contract approval is as follows:

Proposal Documents Available ..... **TUESDAY, JANUARY 5, 2021**  
Deadline for submission of questions ..... **WEDNESDAY, JANUARY 27, 2021**  
**Deadline for receipt of proposal ..... 3:00 P.M. ET. WEDNESDAY, FEBRUARY 10, 2021**  
Proposals Valid Until ..... **WEDNESDAY, JUNE 30, 2021**

**C. CONTACT PERSON**

The contact person for this RFP is Jessica Beri, Purchasing Administrator or Toro Holt, Senior Buyer. Explanation(s) desired by the offeror(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing via facsimile at (706) 613-1975 or [accbids@accgov.com](mailto:accbids@accgov.com) . Technical questions may be directed to Chris Caldwell, Assistant Finance Director, 762-400-6042, [chris.caldwell@accgov.com](mailto:chris.caldwell@accgov.com) or Travis Cooper, Chief Information Officer, 706-613-3075 [travis.cooper@accgov.com](mailto:travis.cooper@accgov.com). Offerors are encouraged to contact only the contact persons stated above to clarify any part of this RFP. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the rejection of the offeror's submittal.

**D. MINIMUM PROPOSAL ACCEPTANCE PERIOD**

Proposals shall be valid and may not be withdrawn for a period of 60 days from the date specified for receipt of proposals.

**E. ADDITIONAL INFORMATION/ADDENDA**

The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Offerors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Request for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the offeror's name, address, phone number, fax number and email address. Faxes will be accepted at (706) 613-1975.

**Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changed the Owner's requirements**

Offerors who obtain this Request for Proposal from [Georgia Procurement Registry](#) or [Athens Clarke County/Purchasing](#) (<https://www.athensclarkecounty.com/Bids.aspx>) or from other than the Purchasing Division are **advised to re-visit the above websites to obtain any addenda which may be issued prior to the proposal closing date.** The Unified Government of Athens-Clarke County assumes no responsibility for Offerors' failure to acknowledge any addenda issued

F. **LATE PROPOSALS, WITHDRAWALS, MODIFICATIONS AND REJECTIONS**

Proposals shall not be modified, withdrawn, or canceled by the offeror for a period of **sixty (60) days** following the time and date designated for the receipt of proposals, and each offeror so agrees in submitting his proposal. Negligence on the part of the Offeror in the preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal closing. Proposals received after the proposal due date and time are late and will not be considered. Modifications received after the proposal due date are also late and will not be considered

G. **PROPOSAL CLOSING**

Proposal schedule prices will not be opened or read aloud publicly. A list of names of firms providing proposals may be obtained from [Georgia Procurement Registry](#) or [Athens Clarke County Bids](#) or via email request to E-Mail: [accbids@accgov.com](mailto:accbids@accgov.com) after the proposal due date and time stated herein. A tabulation of prices may be obtained upon award.

H. **NON-COLLUSION AFFIDAVIT**

By submitting a proposal, the offeror represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named and that the offeror has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the offeror has not in any manner sought by collusion to secure to that offeror any advantage over any other offeror.

By submitting a proposal, the offeror represents and warrants that no official or employee of the Unified Government of Athens-Clarke County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

I. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

By submitting a proposal and executing the attached Affidavits, the offeror verifies its compliance with O.C.G.A. §13-10-91. The offeror further agrees to maintain records of such compliance and shall provide a copy of each such verification to Unified Government of Athens-Clarke County, at the time the subcontractor(s) is retained to perform such services.

J. COST INCURRED BY OFFERORS

All expenses involved with the preparation and submission of proposals to the Unified Government of Athens-Clarke County, or any work performed in connection therewith shall be borne by the offeror(s). No payment will be made for any responses received or for any other effort required of or made by the offeror(s) prior to the commencement of work as defined by a contract approved by the governing body of the Unified Government of Athens-Clarke County.

K. EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

L. HOLD HARMLESS AND INDEMNIFICATION

The Offeror agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government of Athens-Clarke County, its officers, employees and agents from and against all loss, costs, expenses, including attorneys' fees, claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Offeror, its officers, employees, and agents under any of the terms of this contract.

M. AWARD OF CONTRACT

This is a past performance/technical/price trade-off source selection in which competing offeror's past and present performance history and technical ability will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed in Section IV herein. The Unified Government of Athens-Clarke County may reject any or all proposals if such action is in the Unified Government's interest.

N. MULTIPLE AWARDS

In addition to other factors, and notwithstanding the paragraph titled "Award of Contract", proposals will be evaluated on the basis of advantages and disadvantages to the Unified Government of Athens-Clarke County that might result from making more than one award (multiple awards). Individual awards will be for the items or combination of items or groupings of items that result in the lowest aggregate cost to the Unified Government, including any assumed administrative costs.

O. QUALIFICATION OF OFFERORS

The Unified Government of Athens-Clarke County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to the Unified Government all such information and data for this purpose as may be requested. The Unified Government reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Unified Government that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The Unified Government of Athens-Clarke County contractors/vendors must have a current Athens-Clarke County business license if they are physically located in Athens-Clarke County or if they perform a service in Athens-Clarke County.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to the Unified Government will not be accepted.

P. ALTERNATE PROPOSALS

Alternate proposals or proposals that deviate from the requirements of this solicitation will not be considered. Offerors shall not insert in their proposal any written statement which will have

the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering subject matter thereof.

Q. OPEN RECORDS

In accordance with OCGA Section 50-18-72(a)(34) Any trade secrets obtained from a person or business entity that are required by law, regulation, bid, or request for proposal to be submitted to an agency. **An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure;



## SECTION III - SCOPE OF SERVICES

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary for a short-term rental program management system as per the scope of services outlined below for the period outlined.

### A. INTRODUCTION AND PURPOSE

The Unified Government of Athens-Clarke County (ACCGov) is a unified city/county government located in the northeast section of the State of Georgia and is located approximately sixty (60) miles northeast of Atlanta, Georgia. ACCGov was formed in 1991 by a referendum which combined of The City of Athens and Clarke County governments. ACCGov's population is approximately 130,000. ACCGov provides a multitude of local and state funded services, which includes, but is not limited to, Public Safety, Utility, Courts, Corrections, Tax and Fire Services. ACCGov has approximately 1,700 full-time positions.

In recent years, many cities have been grappling with the growth of short-term rentals facilitated by online rental platforms such as AirBnB, HomeAway, Craigslist, FlipKey, and VRBO. The advent of web-based listing and reservation services have additionally made STRs a standard and often preferred lodging type for many of Athens' visitors. Due to the growing number of STRs on the market, ACCGov is interested in compiling information on rentals of this type in order to efficiently tax, monitor and enforce compliance with current and future ordinances. Monitoring, taxing and regulating STRs requires significant technology and human resources that are not currently available.

The purpose of this RFP is to find a qualified company who has the capacity and expertise to complete a comprehensive short-term rental inventory for Athens-Clarke County; maintain that inventory; assist with development and implementation of an efficient system for permitting, administration, monitoring and/or enforcement of short-term rental taxes, regulations and ordinances. ACCGov is looking for a cloud-based solution for these services.

### B. GENERAL REQUIREMENTS

1. Physical Security: The contractor shall safeguard all Unified Government of Athens-Clarke County property provided for contractor use. At the close of each work period, vehicles, facilities, support equipment, and materials shall be secured.
2. Access Control: Remote work will be performed utilizing a Cisco Anyconnect VPN connection provided by IT. The contractor shall install any remote client software required to perform services indicated in this contract. If any on-site work is required, access will be coordinated through the designated Finance or IT contact.
3. Contract Performance Period: Contract performance period shall be from the date of award for a one-year period, with the option to extend the contract for four additional one-year terms, unless terminated by either party giving to the other written notice of termination in writing thirty (30) days prior to the proposed date of termination. Termination by the Unified Government of Athens-Clarke County can be immediate upon contractor failure to comply with any of the terms.
4. Hours Of Operation: ACCGov operates 24 hours per day, seven days per week, including holidays. Work performed by the vendor will be performed between the hours of 8:00AM and 5:00PM Eastern Time, Monday through Friday, excluding holidays, unless previously arranged.

5. Ordering and Payment: Performance will be ordered by issuance of a purchase order for the period of performance. Payment for work performed shall be paid monthly upon receiving invoicing with an attached copy of each certificate of receipt of service and signed by authorized ACCGov staff. The contractor shall ensure that all invoices clearly reflect the purchase order number. All original invoices must be mailed or hand-delivered to Athens-Clarke County Accounts Payable, P.O. Box 1748, Athens, GA 30603 or Athens-Clarke County Accounts Payable, 375 Satula Avenue, Room 175, Athens, GA 30601. A duplicate invoice may be submitted to the department. Failure to comply with this provision may result in delayed payments for services rendered.
- a. The Contractor shall prepare and submit invoices to the Finance Office address specified on individual orders. If the invoice does not comply with these requirements, the Finance Office will return it with the reasons why it is not a proper invoice. A proper invoice must include the items listed below.
- (i) Name and address of the Contractor.
  - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
  - (iii) Purchase order number for supplies delivered or services performed.
  - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
  - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
  - (vi) Name and address to whom payment is to be sent.
  - (vii) Name (where practicable), title, phone number, and mailing address of the person to notify in the event of a defective invoice.
  - (viii) Any other information or documentation required by the contract (e.g., evidence of shipment).
- b. In the event orders are made via monthly or period purchase orders, the contractor may provide a summary invoice for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:
- (i) Name of supplier
  - (ii) Purchase Order number
  - (iii) Ship to Department and Address
  - (iv) Description, Quantity, unit price, and extension of each item.
  - (v) Date of delivery or shipment.

## C. ADDITIONAL REQUIREMENTS

1. TERMINATION FOR CAUSE: The Unified Government of Athens-Clarke County reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the successful vendor at least ten (10) days before the effective date of termination. The successful vendor will not be relieved of any outstanding responsibilities or unfinished obligations under this contract.

The successful vendor has the right to terminate this contract for cause by providing a written notice of intent to the Purchasing Administrator to terminate at least thirty (30) days prior to the effective date of the contract termination.

2. CONTRACT RENEWAL TERMS

The term of this contract shall be automatically extended for four (4) periods of one (1) year each (collectively “Renewal Term”) unless either party gives written notice of its intention not to renew, or the intention to modify, the agreement 90 days before expiration of the effective renewal term.

3. TERMINATION WITHOUT CAUSE: The Unified Government of Athens-Clarke County reserves the right to terminate the contract at any time without cause, in whole or in part, by providing a written notice to the other party at least thirty (30) days before the effective date of termination. The other party will not be relieved of any outstanding responsibilities or unfinished obligations under this contract that were incurred prior to termination.

5. REPORTING DISPUTES: The contractor shall report any contract disputes and/or problems to the Purchasing Administrator, both verbally and in writing, within 48 hours of their occurrence.

6. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of the Unified Government of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Unified Government or to otherwise act on behalf of the Unified Government, except as the Unified Government may expressly authorize in writing.

7. SAFETY: The contractor shall take every precaution at all times for the protection of persons and property, including the Unified Government of Athens-Clarke County's employees and property and its own. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.

The contractor shall maintain an adequate safety program to ensure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide the Unified Government of Athens-Clarke County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until the Unified Government is assured that the contractor has an adequate safety program in effect.

8. SUBCONTRACTS: No portion of the work shall be subcontracted without the prior written consent of the Unified Government of Athens-Clarke County Purchasing Division. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

9. CHANGES: Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

10. INSURANCE.

a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated “A” or better, with AM Best Company.

b. Before commencing work under the contract, the Contractor shall provide to Athens Clarke County, Attn: Purchasing Administrator, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be:

- i. Workers' Compensation – Contractors are required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers liability of at least \$1,000,000 each accident; at least \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.
  - ii. General Liability - \$2,000,000 aggregate; \$1,000,000 per occurrence; 50,000 fire damage; 5,000 medical expenses; 1,000,000 products completed operations; 1,000,000 personal and advertising injury or greater. Coverage should be on a per occurrence basis.
  - iii. Automobile Liability – Automobile liability insurance shall be written on the comprehensive form of policy – Combined single limit of at least \$1,000,000 to include Hired Autos and Non-owned Autos. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract.
  - iv. Excess Liability - \$1,000,000 on a per occurrence basis.
  - v. Technology Professional Liability Errors and Omissions Insurance (including Cyber Liability) appropriate to the Consultant's profession and work hereunder, with limits not less than \$5,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- c. The Certificate of Insurance evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting The Unified Government of Athens Clarke County's interest shall not be effective until 60 days after the insurer or the Contractor gives written notice to the Purchasing Administrator.
  - d. The Certificate of Insurance shall reference the proposal and project name as evidencing this requirement.
  - e. The Contractor shall insert the substance of this requirement, including this paragraph, in subcontracts under the contract that require work on The Unified Government of Athens-Clarke County property and shall require subcontractors to provide and maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Purchasing Administrator upon request.
  - f. The following persons or entities are to be listed on the Contractor's general liability policy of insurance as additional insureds:
    - i. Unified Government of Athens-Clarke County, Georgia

**D. SPECIFIC TASKS:**

Offerors should have experience and knowledge of short term rentals, which are any residential rental that is advertised on hosting platforms for less than 30 days, as well as hotel occupancy tax collection systems. Offerors should have capacity and expertise to complete a comprehensive short-term rental inventory for Athens-Clarke County; maintain that inventory; assist with development and implementation of an efficient system for permitting, administration, monitoring and/or enforcement of short-term rental taxes, regulations and ordinances. ACCGov is looking for a cloud-based solution for these services.

Work shall include, but not be limited to the following:

1. Create and Maintain Database of Short-Term Rental Properties
  - a. Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating in Athens-Clarke County.
  - b. Create and maintain a comprehensive inventory of all short-term rentals in Athens-Clarke County. This inventory shall include, but is not limited to, the listing URL, location address, owner name and contact information, property type, room type, maximum occupancy, and rental rate.
  - c. Regularly monitor short-term rental listings and update data accordingly.
  - d. The database should be exportable to GIS and other program formats specified by Athens-Clarke County.
  - e. Database should allow Athens-Clarke County staff to search, correct, and append additional information.
  - f. Database should be sufficient for the Athens-Clarke County to use for outreach, monitoring, and compliance purposes.
  
2. Register Short-Term Rental Units\Manage payments
  - a. Collect Applications for short-term rental housing.
  - b. Review applications and verify compliance with applicable codes, requirements, and statutes.
  - c. On line collection, processing, and submittal of taxes and fees to Athens-Clarke County.
  - d. Provide billing and remit information to all hosts.
  - e. Provide statistical reports on the volume, amounts, quantities, and payment data.
  
3. Assist Athens-Clarke County with Code Enforcement Activities
  - a. Monitor short-term rentals for compliance with Athens-Clarke County codes, requirements, and statutes.
  - b. Prepare and submit a weekly master list of short-term rental units known or suspected to be operating in violation of Athens-Clarke County codes or requirements.
  - c. Receive, document, and report to Athens-Clarke County all complaints submitted in relation to short-term rental units.
  - d. Have the capability to allow complainants to easily share evidence (video, photo, and audio) of alleged violations.
  - e. Reach out to non-registered, unpermitted and/or non-compliant short-term rental property owners.
  
4. Coordinate with Athens-Clarke County Staff
  - a. Provide reports, analysis, documentation and access to online data as required.
  - b. Participate in-person meetings or calls with Athens-Clarke County staff on a periodic basis.
  - c. Provide and retain all county data consistent with county retention requirements.
  - d. As requested, provide research and data on applicable policies, procedures, rules, regulations and/or ordinances related to short term rental compliance and administration.

## **SECTION IV - SELECTION PROCESS AND EVALUATION CRITERIA**

The Unified Government of Athens-Clarke County intends to evaluate proposals and award a contract after conducting discussions with Offerors whose proposals have been determined to be within the competitive range. If it is determined that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Unified Government may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. **Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.**

### **EVALUATION CRITERIA**

Evaluation criteria to be used in determining the selected firm are:

- A. **UNDERSTANDING OF THE PROJECT AND PROPOSED TECHNICAL APPROACH.** Assesses whether the offeror has given sufficient evidence of having understood the requirements stated in the Scope of Services. Technical Approach. Assesses whether the offeror has proposed a solution that is technically feasible and achievable within the constraints of the Scope of Services. **(20 points)**
- B. **DELIVERABLES** including services offered, management software, etc. **(25 points)**
- C. **PROJECT TEAM, QUALIFICATIONS AND EXPERIENCE** of staff assigned to the projects with experience on similar projects. Assesses whether contractor performed satisfactorily on similar projects regarding schedules, turnover rates, meeting costs and success in performing the work. References should be requested for validation of the information provided by the vendor. Assesses offeror's ability to effectively manage personnel, provide experienced and qualified key personnel and respond rapidly to staffing requirements. **(20 points)**
- D. **REFERENCES** including applicable past work with the Athens-Clarke County Government. Past Performance. Assesses customer satisfaction with the vendor on prior projects. References should be requested for validation of the information provided by the vendor. **(10 points)**
- F. **PRICE: (25 points)**

### **PROPOSAL EVALUATION AND CONTRACT AWARD**

Based on the evaluation criteria, the Selection Committee will review and assign a score to each proposal. Proposals which rank highest upon completion of the scoring process will be short-listed. The number of short-listed firms will depend on the total number of submitted proposals. These shortlisted firms may be invited to make a formal presentation/interview of their firm's experience, project approach, and qualifications and will be invited to provide a cost/price proposal. Upon completion of the short-listed firms presentations/interviews, the Selection Committee will then score each presentation and the highest rated firm, after the presentation/interview scoring process, considering price and price-related factors, will be recommended for award.

**SECTION V – PROPOSAL FORMS**

**A: PROPOSAL FORM**

Proposal of \_\_\_\_\_

(Hereinafter called "Offeror"), organized and existing under the laws of the State of

\_\_\_\_\_, *doing business as* \_\_\_\_\_\*.

In compliance with your RFP, the Offeror hereby proposes and agrees to perform and furnish all work for the requirement known as **RFP #01027 Short-Term Rental Program Management System** in strict accordance with the Proposal Documents, within the time set forth therein, and at the price proposed.

By submission of this Proposal, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization that:

1. The Offeror has examined and carefully studied the Proposal Documents and the Addenda, receipt of all of which is hereby acknowledged at Section V-B.
2. The Offeror agrees that this proposal may not be revoked or withdrawn after the time set for the opening of proposals but shall remain open for acceptance for a period of at least sixty (60) days following such time.

Company:			
Contact:			
Address:			
Phone:		Fax	
Email:			

***By checking this box, I acknowledge that I have read ATTACHMENT B - MASTER CARD E-PAYABLES PROGRAM WELCOME LETTER***

***By checking this box, I acknowledge that I have read all insurance requirements and will meet requirements listed in RFP #01027 Short-Term Rental Program Management System if awarded.***

\_\_\_\_\_  
**Authorized Representative/Title**  
*(print or type)*

\_\_\_\_\_  
**Authorized Representative**  
*(Signature)*

\_\_\_\_\_  
**Date**

**SECTION V – PROPOSAL FORMS**

**B: ADDENDA ACKNOWLEDGEMENT**

The Offeror has examined and carefully studied the Specifications and the following Addenda, Receipt of all of which is hereby acknowledged:

Addendum No.		dated		Acknowledgement	
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
Addendum No.		dated		Acknowledgement	<i>Initial</i>
					<i>Initial</i>

**Offerors must acknowledge any issued addenda. Proposals which fail to acknowledge the offeror’s receipt of any addendum will result in the rejection of the proposal if the addendum contained information which substantively changes the Owner’s requirements.**



## SECTION V – PROPOSAL FORMS



### C: GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) AFFIDAVIT

The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

*SEE AFFIDAVIT ON FOLLOWING PAGE*

**SECTION V – PROPOSAL FORMS**

**MANDATORY SUBMITTAL**

**C: CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_ Date of Authorization  
Federal Work Authorization Company Identification Number

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: The Unified Government of Athens-Clarke County

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Company Name (*printed*): \_\_\_\_\_

**MANDATORY SUBMITTAL**

## **SECTION V – PROPOSAL FORMS**

### **D: PRICE PROPOSAL SCHEDULE**

**(Must be submitted separately in a sealed envelope)**



Pricing  
Worksheet.xls

## **SECTION VI DOCUMENTS CHECKLIST:**

### **PROPOSAL DOCUMENTS CHECKLIST:**

- 1. Cover Letter
- 2. Table of Contents
- 3. Business Information
- 4. Qualifications and Experience
- 5. References/Reference Projects
- 6. Other Relevant Information

**MANDATORY PROPOSAL FORMS (SECTION V)** Offeror must complete, execute and include with the proposal the following mandatory documents:

- A. Proposal form
- B. Acknowledgement of Addenda
- C. Georgia Security & Immigration Compliance (GSIC) Act Affidavit
- D. Price Proposal **(Must be submitted separately in a sealed envelope)**

## ATTACHMENT A

### What Your Business Needs to Know about Georgia's E-Verify Requirements

**(Effective July 1, 2013)**

#### **E-Verify Contractor Requirements**

Georgia law, **O.C.G.A. § 13-10-91**, requires **all businesses** that contract with a public employer for **labor or services** by bid or by contract in which the labor or services **exceed \$2499.99** to sign an affidavit attesting that they are registered for and use E-Verify **unless** 1) the contractor has **no employees** (in which case they must present an approved state issued identification card/drivers' license from an approved state as provided on the [Attorney General's website](#) ) or, 2) the contract is with an individual licensed under Title 26, Title 43, or the State Bar of Georgia who is in good standing and that individual is performing that service. Anyone your business subcontracts with for labor and services, as well as the subcontractors of your subcontractors, in furtherance of that contract is also subject to this requirement. E-Verify Contractor, Subcontractor, and Sub-Subcontractor affidavits can be found [here](#).

#### **E-Verify Private Employer Requirements**

Georgia law, **O.C.G.A. § 36-60-6**, requires all businesses, **with more than 10 employees** that are seeking an occupation tax certificate/business license or other document required to operate a business with a county or city to sign an affidavit attesting that they are registered for and use E-Verify. Businesses with **10 or fewer employees** are required to sign an affidavit attesting that they are exempt from this requirement. Once a business has provided this affidavit to the county, all subsequent renewals can be provided with the submission of the E-Verify number, as long as it is the same number as provided on the affidavit, or assertion that your business is exempt. The county will provide the format in which renewal information is collected. E-Verify Private Employer and Exemption Affidavits can be found [here](#).

#### **What Is E-Verify?**

E-Verify is a federal Web-based system that electronically verifies the employment eligibility of newly hired employees. It works by allowing participating employers to electronically compare employee information taken from the I-9 Form (the paper-based employee eligibility verification form used for all new hires) against records in the Social Security Administration's database and the records in the Department of Homeland Security immigration databases.

#### **Where Do I Find My E-Verify Number?**

The Human Resources Department for your business should have that information, if you have registered. The E-Verify number, which consists of four to six numerical characters, is located directly below the E-Verify logo on the first page of the memorandum of understanding (MOU) entered into between your business and the Department of Homeland Security (DHS) to use E-Verify.

#### **What if I cannot locate or do not have access to my MOU?**

If the HR director/program administrator for E-Verify from your business has taken the E-Verify tutorial, you may obtain your company ID number by: 1) Logging in to E-Verify with your assigned user ID and password; 2) From 'My Company,' select 'Edit Company Profile;' 3) The Company Information page will display the company ID number. If your HR director/program administrator has not completed the tutorial, you must contact E-Verify Customer Support at 888-464-4218 or at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov) for assistance.

#### **Is the Federal Tax Identification Number/Employer Identification Number (EIN) the same as the E-Verify Number?**

No. While you will be required to provide the Federal Tax Identification Number/EIN for your business to DHS in order to register for E-Verify, a separate number, which consists of four to six numerical characters, will be provided as the E-Verify number for your business by DHS, which will be located on the MOU.

**How Do I Register for E-Verify?** To register for E-Verify, please visit the [DHS website](#). If you need assistance in completing the registration process or need additional information relating to E-Verify, call their customer service number at 1-888-464-4218, email them at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov) or visit their website at <http://www.dhs.gov/e-verify>.

## ATTACHMENT B: MASTER CARD E-PAYABLES PROGRAM WELCOME LETTER

Dear Valued Supplier:

We're pleased to announce an electronic payment processing program targeted to begin in June 2016 and offered to all valued suppliers of the Unified Government of Athens-Clarke County.

In partnership with SunTrust Bank, we will implement a Payables Card Program. This technology allows us to electronically initiate a MasterCard®-branded payment to you upon receipt of goods or services and approval of your invoice. There are several advantages to accepting the MasterCard®-branded payment.

Potential benefits include:

- Elimination of paper checks
- Prompt payment and consistent cash flow
- Reduced paperwork and streamlined accounts receivables process
- No changes or modifications to your existing card acceptance procedures

Valued suppliers who accept payments through our MasterCard®-branded Card Program help the Unified Government improve the payment process. Going forward, payments by check will be reduced or eliminated as part of our commitment to environmental stewardship.

We invite your participation. If you have any questions please contact Michele Tully, Accounts Payable Coordinator, at 706-613-3057 or email [STcardsetup@accgov.com](mailto:STcardsetup@accgov.com) for more information.

Thank you in advance for your cooperation.

Sincerely,



David Boyd, CPA  
Director of Finance  
The Unified Government of Athens-Clarke County