

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Host Compliance LLC ("Contractor")
for
Compliance Technology Solution Provider for Short-term Rental Properties
Contract Number MA 1600 NA190000044**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Host Compliance, LLC, having offices at 1037 NE 65th Street, #81158, Seattle, WA, 98115, and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ 1600 MHJ2004.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Quotation, RFQ 1600 MHJ2004, including all documents incorporated by reference, including the City's Standard Purchase Terms and Conditions; City and Contractor hereby agree that this Contract is specifically not subject to the terms applicable for a Solicitation to purchase Goods or a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way

1.1.3 Exhibit A – Host Compliance, LLC, Offer, dated 11/5/2018, including subsequent clarifications, and specific selection of Option B "Fixed Price 12-Month Pilot Project" under the section titled "Proposed Pricing" (together, the "Offer")

1.1.4 Exhibit B – Host Compliance, LLC Terms of Service ("Contractor TOS")

1.1.5 Terms and Definitions

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 Exhibit B – Host Compliance, LLC Terms of Service in Section 1.1.4

1.2.4 Exhibit A - The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.2.5 Terms and Definitions

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid upon receipt of invoice a total Not-to-Exceed amount of \$49,500 for a subscription during the Contract term for Option B: Fixed Price 12-Month Pilot Project as described in the Offer. Payment shall be made within 30 days after invoicing, and with respect to Section 13A of the City's Standard Purchase Terms and Conditions, "receipt of the Deliverables" shall refer to the first delivery of reports through the Services (as defined below in Section 1.6).
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities.
- 1.6 **Clarifications and Additional Agreements.** In addition to the Contractor TOS under which it licenses to the City certain hosted software and provide all other services necessary for City's productive use of such software (together, the "Services"), the following are also incorporated into the Contract:
- 1.6.1. **Definition of Deliverables.** Deliverables shall specifically mean the reports to be delivered to the City through the Services, and for the sake of clarity, this Contract does not grant to the City any Intellectual Property Rights (as defined in the Contract TOS) in the Services, any other products or offerings of Host Compliance, Host Compliance trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing.
- 1.6.2. **Consent to use Customer Name.** City hereby grants to Contractor a license to use, reproduce and display City's name and logos in connection with: (i) Contractor performance of its obligations hereunder; (ii) including City's name in its lists of Contractor current or former customers, and (ii) with City's prior consent, for promotional and marketing purposes such as developing promotional press releases, case studies, and reports.

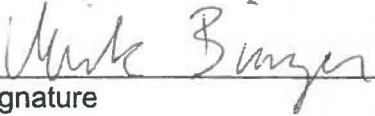
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

HOST COMPLIANCE, LLC

Ulrik Binzer

Printed Name of Authorized Person



Signature

President and CEO

Title:

1/31/18

Date:

CITY OF AUSTIN

Mike Zambrano, Jr.

Printed Name of Authorized Person



Signature

Contract Management Specialist III

Title:

1-31-2019

Date:

List of Exhibits:

Exhibit A – Host Compliance Offer, dated 11/5/2018

Exhibit B – Host Compliance Terms of Service, as negotiated between the City and the Contractor

Exhibit C - List of Terms and Conditions



City of Austin, TX

***Request for Quotations RFQ 1600 MHJ2004
– Compliance Technology Solution Provider
for Short Term Rental Properties***

Submitted by Host Compliance LLC,

Ulrik Binzer, CEO, - 857-928-0955 - binzer@hostcompliance.com
1037 NE 65th Street #81158, Seattle WA 98115

Submission Authorized by:

A handwritten signature in black ink that reads "Ulrik Binzer". The signature is written in a cursive, flowing style.

Ulrik Binzer, President & CEO



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP) QUOTATION
OFFER SHEET

SOLICITATION NO: RFQ 1600 MHJ2004

COMMODITY/SERVICE DESCRIPTION: Compliance
Technology Solution Provider for Short Term Rental
Properties

DATE ISSUED: 10/08/2018

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 18082000706

QUOTES DUE PRIOR TO: October 22, 2018 – 2:00PM CST

COMMODITY CODE: 95635

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

Primary Contact: Marty James

Procurement Specialist III

Phone: (512) 974-3164

E-Mail: Marty.James@austintexas.gov

Secondary Contact: Kim Larsen

Procurement Specialist III

Phone: (512) 974-2261

E-Mail: kim.larsen@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO:

Marty.James@austintexas.gov

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	6
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION - Complete and return	2
0835	NONRESIDENT BIDDER PROVISIONS - Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Legal
Name: Host Compliance LLC

Company Address: 1037 NE 65th Street #81158

City, State, Zip: Seattle, WA 98115

Federal Tax ID No. _____

Ulrik Binzer

Title: CEO

Signature of Officer or Authorized
Representative: 

Date: 10/22/2018

Email Address: binzer@hostcompliance.com

Phone Number: 857-928-0955

*** Completed Price Proposal Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award.**

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Exhibit A

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22nd day of October, 2018

CONTRACTOR	<u>Host Compliance LLC</u>
Authorized Signature	<u></u>
Title	<u>CEO</u>

Section 0835: Non-Resident Bidder Provisions

Company Name Host Compliance LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Washington

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFQ 1600 MHJ2004

SOLICITATION TITLE: Compliance Technology Solution Provider for Short Term Rental Properties

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Host Compliance LLC		
City Vendor ID Code	V00000951933		
Physical Address	1037 NE 65th Street #81158		
City, State Zip	Seattle, WA 98115		
Phone Number	857-928-0955	Email Address	binzer@hostcompliance.com
If the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO Please note that although we are not certified, we are partially owned by an Asian-American woman. <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Ulrik Binzer, CEO

Ulrik Binzer

10/22/18

Name and Title of Authorized Representative (Print or Type)

Signature/Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:	RFQ 1600 MHJ2004
SOLICITATION TITLE:	Compliance Technology Solution Provider for Short Term Rental Properties
INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.	

☐ **I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).**

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ **I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.**

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFQ 1600 MHJ2004

SOLICITATION TITLE: Compliance Technology Solution Provider for Short Term Rental Properties

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER:

SOLICITATION TITLE:

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



**ADDENDUM
REQUEST FOR PROPOSAL
COMPLIANCE TECHNOLOGY SOLUTION PROVIDER - SHORT TERM RENTALS
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ 1600 MHJ2004

Addendum No: 1

Date of Addendum: 10/19/2018

This addendum is to incorporate the following updates to the above referenced solicitation:

1.0 Questions and Answers

- 1.1 Q: Will the deadline be extended?

Answer: "No, the deadline has been established for October 22nd. It is my opinion that serious contractors are prepared to respond to this solicitation and will do so by the deadline.

- 1.2 Q: In regards to terminology "subscription-based", what does the following statement mean?:
"Contracts other than subscription-based may include quality indicators as measures for effective performance?"

Answer: Depending on the mutual terms/conditions established between the vendor and Austin Code, the contract may be set up as a monthly/weekly subscription, or an outright service-level agreement. At any rate, if the latter is agreed upon, Austin Code has established some performance measures to gauge the effectiveness of the service being rendered and paid for.

- 1.3 Q: Is the term of this contract 12months upon delivery or does it start in the software is being configured/developed

Answer: The 12 months is from the time the contract is signed/executed and extends 12 months from that date. Further options will be considered to extend or rebid the services prior to the 12 month deadline.

- 1.4 Q: Will meetings be held monthly until product delivery or monthly for 12 months?

Answer: Meeting schedules will be established by the department contract manager and may be conducted each month the contract is in effect. The medium of meetings extends beyond face-to-face interaction, although this might be necessary for the very first meeting. Meetings via Skype, conference calls, or other communication technology will be considered.

- 1.5 Q: Does the city of Austin have a vendor in mind for this already?

Answer: No vendor has been selected to render this service. Nor is any specific vendor being considered. The vendor that will be selected will competitively and successfully respond to all the questions and requirements published in the solicitation, as well as meet the qualifications.

- 1.6 Q: How many concurrent users will be using this software?

Answer: The department does not have an estimate for users at this time.



2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Marty James
Marty James, Procurement Specialist III
Purchasing Office, 512-974-3164

Date

10-19-2018

ACKNOWLEDGED BY:

Ulrik Binzer
Name

Ulrik Binzer
Authorized Signature

Date

10-22-2018

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ 1600 MHJ2004

Addendum No: 2

Date of Addendum: 10/22/2018

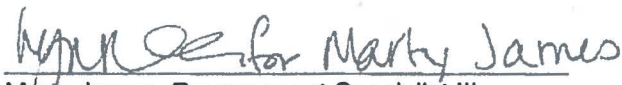
This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Monday, November 5, 2018 at 2:00 PM (CST).
- II. **New Contact:** The **Authorized Primary Contact** for questions and all required response documents has been changed as follows:

*Authorized Primary Contact: Kim Larsen
Procurement Specialist II
512-974-2261
Kim.Larsen@austintexas.gov

*Submit your proposal (quote) and all other required documents to Kim Larsen via email at kim.larsen@austintexas.gov by the due date listed above in item I.

- III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:  10/22/18
Marty James, Procurement Specialist III Date
Purchasing Office, 512-974-3164

ACKNOWLEDGED BY:  10/22/18
Name Authorized Signature Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFQ 1600 MHJ2004

Addendum No: 3

Date of Addendum: 10/25/2018

This addendum is to answer the following questions to the above referenced solicitation:

I. Questions:

1. Page 3 of the Offer Sheet states that section 0600, Price Proposal Sheet must be submitted with the signed Offer Sheet to be considered for award, however, the 0600 sheet is not in the solicitation package. Is this sheet required?

Answer: The reference to the 0600 Price Proposal Sheet is an error. This sheet is not required to be submitted.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Kim Larsen
Kim Larsen, CPPB
Procurement Specialist II
Purchasing Office, 512-974-2261

10/25/2018
Date

ACKNOWLEDGED BY:

Ulrik Benzer
Name

Ulrik Benzer
Authorized Signature

10/25/2018
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

EXHIBIT B

HOST COMPLIANCE TERMS OF SERVICE

This Exhibit B sets forth the terms and conditions under which Host Compliance agrees to license to Customer certain hosted software and provide all other services necessary for Customer's productive use of such software (the "Services") as further described in the Offer.

1.0 Services.

- 1.1 Subscriptions.** Subject to and conditioned on Customer's payments pursuant to Section 4.0 of this Agreement, Host Compliance hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the term of this Agreement, in accordance with the terms and conditions of this Agreement.
- 1.2 Provision of Services.** Customer and Customer's end-users ("End Users") may access and use the Services and any other Services that may be ordered by the Customer from time to time in accordance with the terms of this Agreement.
- 1.3 Facilities and Data Processing.** Host Compliance will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer, or obtained by Customer through the use of the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.4 Modifications to the Services.** Host Compliance may update the Services from time to time. If Host Compliance updates the Services in a manner that materially improves functionality, Host Compliance will inform the Customer.

2.0 Customer Obligations.

- 2.1 Provision of Customer Data.** [Enter description here of data files, frequency, etc.]
- 2.2 Customer Administration of the Services.** Host Compliance' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 2.3 Compliance.** Customer is responsible for use of the Services, including use of the Services by End Users, and will comply with laws and regulations, and such provisions of this Agreement that are applicable to Customer's use of the Services, if any.
- 2.4 Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify Host Compliance of any unauthorized use of or access to the Services.

2.5 Restricted Uses. Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so, or (iii) use the Services in any way that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.6 Third Party Requests.

2.6.1 "Third Party Request" means a request from a third party for records relating to Customer's or an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, a request for information under the Texas Public Information Act, or any other request for which there is written consent from End Users permitting a disclosure.

2.6.2 Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact Host Compliance only if it cannot obtain such information despite diligent efforts.

2.6.3 If Host Compliance receives a Third Party Request, Host Compliance will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Host Compliance's receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Host Compliance may, but will not be obligated to do so.

2.6.4 If Customer receives a Third Party Request for access to the Services, or descriptions, drawings, images or videos of the Services' user interface, Customer will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Host Compliance of Customer's receipt of such Third Party Request; (B) comply with Host Compliance's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Host Compliance with information required for Host Compliance to respond to the Third Party Request. If Host Compliance fails to promptly respond to any Third Party Request, then Customer may, but will not be obligated to do so.

2.7 Additional Insurance Requirements. [In process of confirming with broker] Host Compliance shall provide:

2.7.1 Coverage, at a minimum limit of [\$1,000,000-\$5,000,000] per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any

negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Contract. The required coverage shall extend to technology licensed and/or purchased under this Contract. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

2.7.2 Coverage of not less than \$2,000,000 each claim and \$4,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy. Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

3.0 Intellectual Property Rights; Confidentiality

3.1 Reservation of Rights. Except as expressly set forth herein, this Agreement does not grant (i) Host Compliance any intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of Host Compliance, Host Compliance trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. Notwithstanding the foregoing, "Publicly Available Data" means data, material, and information collected from publicly available sources in the performance of this Agreement, but specifically excluding Services. While Customer Data may include some Publicly Available Data, neither Customer nor Host Compliance make any proprietary claim to Publicly Available Data, and the parties acknowledge and agree that such data may be used by either party for any lawful purpose. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.

3.2 Suggestions. Host Compliance may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions Customer or End Users send Host Compliance or post in Host Compliance' online forums without any obligation to Customer.

3.3 Confidential Information. Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Host Compliance, or except as required by law, any Confidential Information of Host Compliance, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Host Compliance .

3.4 Consent to use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Host Compliance: (i) to perform the Services; (ii) to enforce this Agreement and exercise Host Compliance rights hereunder; and (iii) to use for any lawful purpose.

3.5 Limitations on Customer Use. In the course of providing the Services, Host Compliance performs significant work validating and confirming various data sets including, without limitation, postal addresses, property owner information, and listing de-duplication (" Validated Data "). Validated Data may include data otherwise classified as Customer Data, Services, or Publicly Available Data. Notwithstanding any provision to the contrary in this Agreement, Customer is prohibited from disclosing Validated Data to a competitor of Host Compliance during the term of this Agreement and for a period of one (1) year thereafter. No data may be shared outside the Customer, including Destination Marketing Organizations (or DMO's) without the express consent of Host Compliance.

4.0 Fees & Payment.

4.1 Fees.

4.1.1 Customer will pay Host Compliance for the fees as set forth in Schedule A, in accordance with this Section 4.

4.1.2 Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.

4.2 Taxes. Customer is responsible for all taxes. Host Compliance will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide Host Compliance with an official tax receipt or other appropriate documentation.

5.0 [Intentionally deleted].

6.0 Possible Infringement.

6.1 [Intentionally deleted]

6.2 Possible Infringement. If Host Compliance believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then

Host Compliance may (i) obtain the right for Customer, at Host Compliance' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If Host Compliance does not believe the options described in this section are reasonable then Host Compliance may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.

6.3 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are Host Compliance' and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 Exclusion of Warranties; Limitation of Liability.

7.1 Exclusion of Warranties. Except as explicitly set forth in this Agreement, Host Compliance makes no other representation, warranty or condition, express or implied, and expressly excludes all implied or statutory warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade with respect to the Services. Without limiting the foregoing, Host Compliance makes no warranty of any kind that the Services will meet Customer's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other services or be secure, accurate, complete, free of harmful code, or error free. Host Compliance does not make any representations or warranties of any kind to client with respect to any third party software forming part of the Services

7.2 Limitation on Indirect Liability. To the fullest extent permitted by law, except for Host Compliance and Customer's indemnification obligations hereunder, neither Customer nor Host Compliance and its affiliates, suppliers, and distributors will be liable under this Agreement for (i) indirect, special, incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenue, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

7.3 Limitation on Amount of Liability. To the fullest extent permitted by law, Host Compliance' aggregate liability under this Agreement will not exceed the greater of (i) the amount paid by Customer to Host Compliance hereunder during the six (6) months prior to the event giving rise to liability,

and (ii) any amounts paid by insurance as set forth in Section 2.7 (Additional Insurance Requirements) for the event giving rise to liability.

8.0 Miscellaneous.

8.1 *[Intentionally deleted]*

8.2 *[Intentionally deleted]*

8.3 *[Intentionally deleted.]*

8.4 *[Intentionally deleted]*

8.5 *[Intentionally deleted]*

8.6 *[Intentionally deleted]*

8.7 Force Majeure. Except for payment obligations, neither Host Compliance nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).

8.8 Procurement Piggybacking. Host Compliance agrees to reasonably participate in any "piggybacking" programs pertinent to local government, and Customer agrees to reasonably allow any local government to "piggyback" off of Customer's efforts leading to this Agreement.



AUSTIN CODE
DEPARTMENT

List of Terms and Definitions
VENDOR: HOST COMPLIANCE, LLC

1. **Short-term Rental** - shall mean a residential dwelling unit or accessory building rented on a temporary basis for periods of **less than 30 consecutive days**. Under current Austin ordinances, a “**Licensed Short-term Rental**” is a Short-term Rental that has obtained one of the following types of licenses:
 - **Type 1: Owner-occupied properties**, or associated with an owner-occupied principal residence. This may include the rental of the entire dwelling unit, or if only part of the unit, include at a minimum a sleeping room (with shared full bathroom), is limited to a single party of individuals, and the owner is generally present during the rental. Must be recorded within Travis County or Williamson County Appraisal District as a homestead.
 - **Type 2: Not Owner-Occupied (single-family or duplex)** Are not owner-occupied or associated with an owner-occupied principal residence, are single-family or duplex properties, and include rental of an entire dwelling unit. Are only allowed in certain commercial zoning districts.
 - **Type 3: Not Owner-Occupied (multifamily)** Are not owner-occupied, are part of a multifamily use (apartments, condos, etc.) property, include the rental of an entire dwelling unit.
2. **Cease Operation** – For purposes of Short-Term Rentals, means to end any activity and/or action which violates any Short-Term Rental regulations, requirements, advertising, or occupancy limits. Ceasing Operations will be considered successful when there has not been a recurrence of any violations of the Short-Term Rental codes for a minimum of 90 days, and could include (without limitation) cessation of advertising as a short-term rental or applying to become a Licensed Short-Term Rental.
3. **Unlicensed property** – A property not licensed per ordinance, when required, by City of Austin Code.
4. **Violation** – Any breach, infringement, or transgression of Austin City Ordinance / the Code of the City of Austin.
5. **Written report** – map, property address, property owner, homestead status, advertised occupancy status and rate, rental history, property review summary.
6. **User-friendly** – accessible in minimum time, complemented by support features for technical issues and / or questions.
7. **Unlicensed short-term rental** – A Short-term Rental not licensed per ordinance, when required, by City of Austin Code. For purposes of this definition, operating in any manner as would a Licensed Short-Term Rental, without a license.
8. **Reliable** – queries generate valid and verifiable results.

9. **Consistency** – Conformity in the application of something, typically that which is necessary for the sake of logic, accuracy, or fairness.
10. **Research & discovery** – The systematic investigation into and study of materials and sources in order to establish facts and reach new conclusions.
11. **Company's TOS (terms of service)** - A set of rules and regulations a provider attaches to a software service or Web-delivered product. Elements of a TOS agreement can include privacy policies, accountability provisions, opt-out provisions and liability provisions.
12. **Subscription-based** - the action of making or agreeing to make a recurring payment at regular intervals in order to receive access to or participate in a product or service.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Request for Quotations – RFQ 1600 MHJ2004
Compliance Technology Solution Provider for Short Term Rental Properties**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted via e-mail to the Purchasing Office, marty.james@austintexas.gov at least four (4) business days prior to the solicitation due date.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Request for Quotations – RFQ 1600 MHJ2004
Compliance Technology Solution Provider for Short Term Rental Properties**

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the contract duration.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Request for Quotations – RFQ 1600 MHJ2004
Compliance Technology Solution Provider for Short Term Rental Properties**

Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Code Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767-1088
E-Mail	ACD.FINANCE@AUSTINTEXAS.GOV

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Code Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Code building(s) at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Code building(s) and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
Request for Quotations – RFQ 1600 MHJ2004
Compliance Technology Solution Provider for Short Term Rental Properties**

- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
8. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Todd Wilcox, Code Division Manager

(512) 974-2540

Todd.Wilcox@austintexas.gov

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
Request for Quotations – RFQ 1600 MHJ2004
Compliance Technology Solution Provider for Short Term Rental Properties**

1. Purpose

Austin Code Department (“ACD”) seeks a qualified and experienced compliance technology solution provider (“Contractor”) to systematically identify unlicensed short-term rental/vacation properties operating in the Austin full-jurisdiction area and bring these properties into compliance with [City of Austin Ordinance No. 20130926-144](#).

2. Background

Austin Code Department has administered the Short-term Rental (STR) Program since 2012, in accordance with [City Ordinance No. 20160223-A](#) of the [Austin City Code](#) regulating such enterprise. The functions of licensing, registration, enforcement, and compliance are essential components of the program managed by ACD.

ACD’s efforts have resulted in identifying and licensing over 2,000 local properties as short-term rental (STR) properties. Despite these steadily growing numbers, industry characteristics suggest a much more significant number of STRs exist in the Austin full-purpose jurisdiction area. ACD seeks to increase compliance with City Ordinance by decreasing the gap between those unknown properties operating without a short-term rental license and those registered with the department as licensed operators of short-term properties. “Short-term rental” means the use of a residential dwelling unit or accessory building, other than a unit or building associated with a group residential use, on a temporary or transient basis in accordance with [Chapter 25-2, Subchapter C, Article 4, Division 1, Subpart C](#) (Requirements for Short-Term Rental Uses). The use does not include an extension for less than 30 consecutive days of a previously existing rental agreement of 30 consecutive days or more. The use does not include a rental between parties to the sale of that residential dwelling unit. [See Section 25-12-213 \(Local Amendments to the International Property Maintenance Code\)](#).

3. Budget

The maximum budget for this contract is \$50,000. Responses that exceed \$50,000 will be deemed non-responsive and will not be considered.

4. Scope of Work

The Contractor will work on behalf of Austin Code Department and adhere to all requirements outlined in this section, as well as the Work Break-down Structure (WBS) depicted below. The Contractor shall be familiar with all laws, regulations, and customs applicable to the type of services required and described in this Scope of Work. Contractor shall perform only services identified in this Scope of Work (SOW). Unless mutually agreed in writing by both parties, the City of Austin will not pay the contractor for other tasks performed that are outside the scope of work. Any services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specified or called for in the scope of work.





4.1 Contractor Requirements

The Contractor shall:

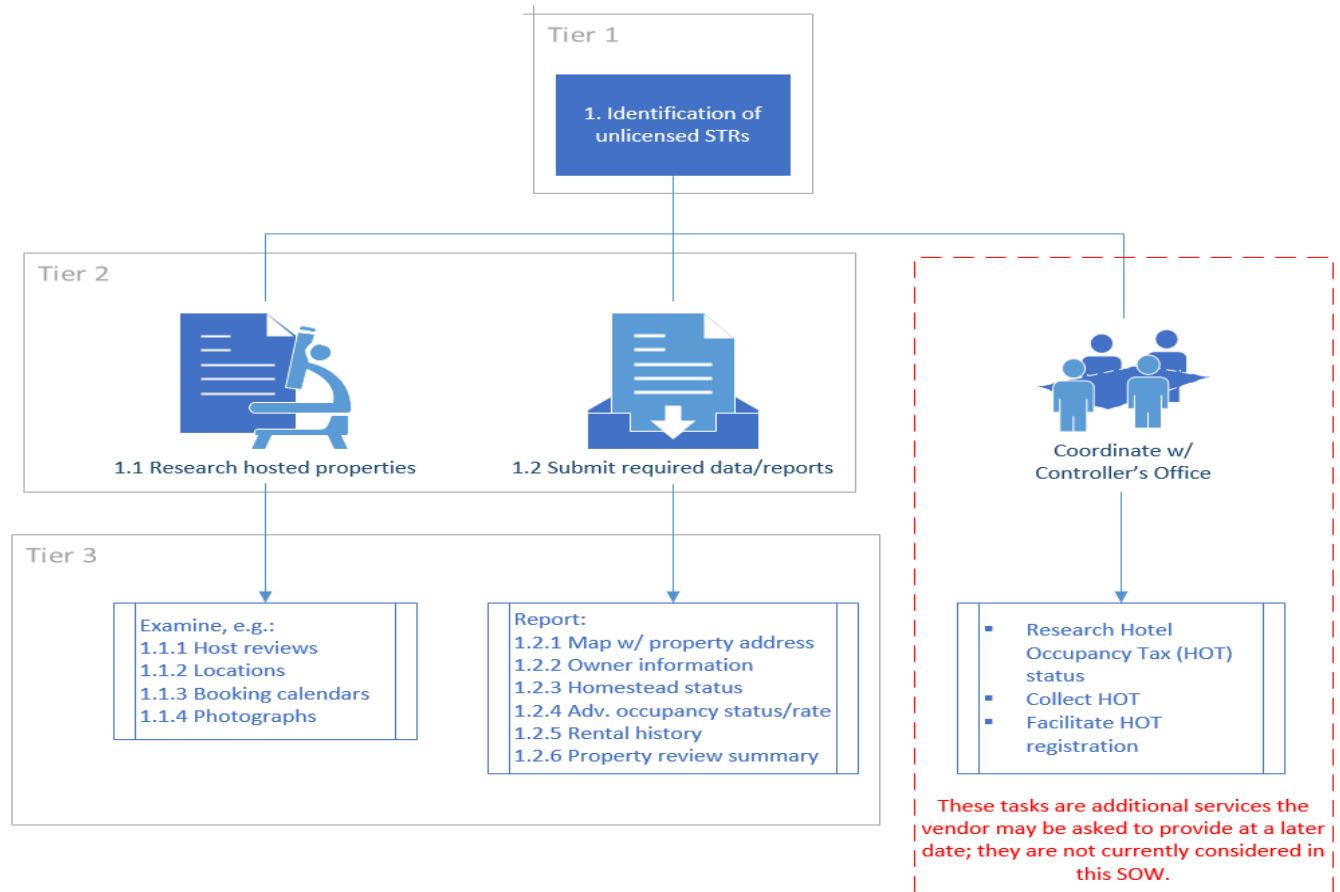
- 4.1.1 Use City of Austin STR Ordinance criteria to determine if Host advertisements are in violation of the Ordinance (*over occupancy—limit of 6 unrelated, unless bedroom verification has been requested, then up to 10*);
- 4.1.2 Submit STR written reports for each identified STR property that provide backup documentation with data and analytics including but not limited to a map with property address, property owner, homestead status, advertised occupancy status and rate, rental history, and property review summary;

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- 4.1.3 Provide data in user-friendly format, such as an Excel software spreadsheet;
- 4.1.4 Provide a dashboard view of all potential unlicensed short-term rentals;
- 4.1.5 Refresh dashboard on a regular basis such as nightly or weekly;
- 4.1.6 Provide data reporting on a flexible schedule, if needed, such as advertisements weekly and list of properties operating without a license monthly. This data may be submitted in an Excel worksheet;
- 4.1.7 Be available to testify in court, regarding the accuracy of data, and with availability for extended hours, if necessary, from Monday to Saturday, 7:30 a.m. to 8:00 p.m.;
- 4.1.8 Using the City of Austin's open data portal attach the number of Code complaints to the 311/AMANDA complaint history of any property determined unlicensed;
- 4.1.9 As noted in Section I. Purpose and Scope of Work, the Contractor will carry out its work in accordance to a reporting schedule or project status plan. A sample is provided below for illustrative purposes.

ID	Task Name	Start	Finish	Duration	Jul 2018			Aug 2018				Sep 2018				Oct 2018	
					7/15	7/22	7/29	8/5	8/12	8/19	8/26	9/2	9/9	9/16	9/23	9/30	10/7
1	Project Work Plan	7/16/2018	7/20/2018	5d													
2	Baselining	7/23/2018	7/25/2018	3d													
3	Task 1.1	7/26/2018	8/8/2018	10d													
4	Task 1.2	8/6/2018	8/15/2018	8d													

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4.2 Work Breakdown Structure (WBS) and Deliverables

The Contractor shall begin work on evaluating the Short-Term Rental no later than one week after contract execution and submit to assigned ACD contract manager a written report within 8 weeks of start date. The deliverables-based contract resulting from this solicitation requires the Contractor to submit written reports to ACD, based on an established time schedule. Reports must include a legible and actionable list of unlicensed short-term rental properties operating in Austin, Texas and otherwise not previously identified or documented by the department. Each property identified in the Contractor's reporting shall include property and owner data and other characteristics as listed under the section of this Statement of Work (SOW) labeled "Deliverables." All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).

Contracts other than subscription-based may include quality indicators as measures for effective performance. The Contractor shall submit at each identified deliverable below, a complete time account of listed activities resulting in completion of the tasks, along with an invoice as request of partial payment for services rendered, unless other arrangements are mutually agreed upon:

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- 4.2.1 The Contractor is required to provide ACD contract manager with weekly written progress reports of this project. These are due to ACD contract manager by the close of business on the _____ each week throughout the life of the project.
- 4.2.2 The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.
- 4.2.3 The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- 4.2.4 For each STR property identified, the Contractor will provide the ACD contract manager with written STR reports that provide data and analytics including but not limited to a map with property address, property owner, homestead status, advertised occupancy status and rate, rental history, and property review summary.”
- 4.2.5 The Contractor will be responsible for conducting monthly status meetings with the ACD contract manager, in person or over the phone, at the discretion of the ACD contract manager.

4.3 Reporting Criteria

The Contractor shall comply with all reporting criteria. The reporting criteria specifies the acceptable format to be used with field enforcement strategies in the goal to identify and register all unlicensed STR properties. Each week, ACD management will determine whether the Contractor has satisfactorily met reporting criteria.

- 4.3.1 Reliability (queries generate valid and verifiable results)
- 4.3.2 Consistency (calculations and definitions are consistent regardless of source or function)
- 4.3.3 Acceptable usage (query controls must be presented)
- 4.3.4 Correct mapping of Host properties (must be depicted on graphic map with all owner-identified data: name, property address, homestead status, occupancy length)
- 4.3.5 95% accuracy of identified properties operating without an STR license during the reporting period of one month (or 30 days).
- 4.3.6 Number of properties identified during identification period (*weekly, monthly, or quarterly*).
- 4.3.7 No duplication of properties identified.
- 4.3.8 Accuracy of supporting documentation.

5. Proposed Solution/Compliance to requirements

- 5.1 Contractor shall provide a high-level project work plan addressing the tasks specified in the SOW that includes the following items:
 - 5.1.1 A description of key activities and milestones with due dates stated for each milestone;
 - 5.1.2 A detailed methodology description of the Contractor's approach to analyze, assess, validate, document and complete each task;

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5.1.3 A description of the resources necessary from ACD to support the process, including estimates of time needed from ACD's subject matter experts and high-level analysis of data gathering requirements;

5.1.4 Any assumptions and dependencies of the project.

6. Contractor Qualifications and Experience

6.1 The Consultant shall submit the following in their quotation:

6.1.1 Organization chart;

6.1.2 Management team resumes;

6.1.3 Key personnel resumes, illustrating the qualifications of each to perform the tasks described in this SOW.

6.2 The Contractor shall provide examples demonstrating they possess the following qualifications and experience in their proposal response:

6.2.1 Judicial and technological acumen for legal and/or quasi-legal testimony and sworn statement of data validity, with ability to certify data in court of law;

6.2.2 Complex data analysis and research to perform various search functionalities with no duplication, including quantitative, qualitative, data collection, and identification of sound sources;

6.2.3 Experience working with plans, policies or programs with government entities: local, state, federal;

6.2.4 Experience working with local communities, small & large groups, elected officials, community groups, specifically in the industry of vacation or short-term rentals;

6.2.5 Presentation experience;

6.2.6 Technology-based reporting and writing;

6.2.7 Knowledge of local statutory/ordinance requirements/compliance related to short-term rentals.

6.3 The Contractor shall further demonstrate the qualifications and experience in items 1-7 above in responses to the following questions:

6.3.1 City of Austin Ordinance and Legalities

6.3.1.1 What is the company's familiarity with Austin's STR ordinance?

6.3.1.2 What specific strategies will the company employ to facilitate strict enforcement of and compliance with the STR Ordinance?

6.3.2 Technical Systems and Methods

6.3.2.1 What are the company's method(s) for efficient discovery of unlicensed STRs?

6.3.2.2 Can the company capture STR website data that is in violation of the City of Austin's ordinance?

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- 6.3.2.3 What methods/tools are used to submit Contractor reports to ACD? How often are these reports available?
- 6.3.2.4 Is the company's system user-friendly in accessing reports and data? How?
- 6.3.2.5 How does the company ensure the security of its system and the data it yields?
- 6.3.2.6 What best practice standards are utilized in research and discovery?
- 6.3.2.7 What are the company's terms of service (TOS)?
- 6.3.2.8 What other services does the company provide in the administration and management of STR registration, enforcement, and compliance?

6.3.3 Representation

- 6.3.3.1 Does the organization have representatives available, upon notice, to speak before the Austin City Council?
- 6.3.3.2 Is the company able and willing to "certify" the accuracy of its data in a court of law?
- 6.3.3.3 Do you have a legal liaison to support/defend your findings that is available after regular work hours? (M-F until at least 8:00 p.m. CST)
- 6.3.3.4 Does your company have the ability for extended hours with tech support? (M-S until at least 11:00 p.m. CST)

6.3.4 Data, Research, and Reporting

- 6.3.4.1 Can the company provide comparative data of other municipalities?

7. References

- 7.1 Three (3) current or previous clients for whom you have provided consulting services for the same or similar services as requested in this Scope of Work. References shall be able to verify the Contractor's qualifications and experience as indicated above in Section III. Reference contacts must be agreeable to a City interview for follow-up. References shall include the following:

- 7.1.1 Agency/Company;
- 7.1.2 Year contract was awarded and length of contract;
- 7.1.3 Type of project, project scope;
- 7.1.4 Agency contract manager, title, phone number and email address.

8. Award Factors

The award shall be made to the responsive offeror proposing the best service package meeting ACD's operational needs and goals. Award factors are listed in the relative order of importance:

- 8.1 Proposed Solution/Compliance to requirements
- 8.2 Proposal Response Questions
- 8.3 Qualifications and Experience
- 8.4 References
- 8.5 Price
- 8.6 *Optional Product Demonstration

9. Explanations and Clarifications

By submission of an inquiry, the Contractor acknowledges that questions and answers will be shared with other Contractors. Therefore, Contractors shall not include any confidential or proprietary information in such inquiries.