



CITY OF FRISCO REQUEST FOR PROPOSAL NO. 2109-121

SHORT-TERM RENTAL MANAGEMENT SOLUTION

PROPOSALS ARE DUE TO THE OFFICE OF
THE DIRECTOR OF ADMINISTRATIVE
SERVICES PRIOR TO:

**October 21, 2021
@ 2:00PM CT**

NO LATE SUBMITTALS WILL BE ACCEPTED.

VIRTUAL BID OPENING:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 469-445-0737,,670673712#](#) United States, Dallas
[\(877\) 366-1298,,670673712#](#) United States (Toll-free)

Phone Conference ID: 670 673 712#

[Find a local number](#) | [Reset PIN](#)

Questions are to be sent to
purchasing@friscotexas.gov prior to:

October 12, 2021 @ 4:00PM CT

Proposals must be supplied on CD
or flash drive along with an original
hard copy or submitted
electronically via Bonfire,
<https://friscotexas.bonfirehub.com>

For CD/flash drive and hard copy
submittals, deliver or mail to:

**CITY OF FRISCO
DANIEL FORD
DIRECTOR OF ADMINISTRATIVE
SERVICES
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034**

For additional information concerning this RFP please contact:

**Daniel Ford, CPPO, CPPB
Director of Administrative Services
dford@friscotexas.gov
972 292 5545**

**Erik Erwin
Buyer
eerwin@friscotexas.gov
972 292 5549**



REQUEST FOR PROPOSAL 2109-121 SHORT-TERM RENTAL MANAGEMENT SOLUTION

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL PLUS A DIGITAL COPY ON CD OR FLASH DRIVE TO FACILITATE EVALUATION UNLESS SUBMITTING ELECTRONICALLY THROUGH BONFIRE.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

The solicitation documents are available through Bonfire and vendors may register at <https://friscotexas.bonfirehub.com/portal>. Note that proposals must be received on Bonfire by the due date and time in order to be considered. Any proposal that is not received on time will not be considered. Submitting proposals via the Bonfire website is not mandatory, hard copy and cd/flash drive submittal in accordance with these solicitation specifications will also be accepted. Proposal submissions and registration are free of charge, for more information on being a vendor visit the vendor portal at the link provided above.

PROPOSALS MUST BE RECEIVED BY OCTOBER 21, 2021 BEFORE 2:00 PM CT BY THE DIRECTOR OF ADMINISTRATIVE SERVICES' OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Proposals will be publicly opened and names of those that submitted read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on October 21, 2021 at 2:05 PM CT in room C116 or via Microsoft Teams.

Write the request for proposal number, 2109-121, and name of proposal, *SHORT-TERM RENTAL MANAGEMENT SOLUTION*, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The City will have the right and option to terminate the contract upon thirty (30) days written notice. The successful proposer may be required to execute a written contract.

GENERAL CONDITIONS OF PROPOSER

1. INSTRUCTIONS: These instructions apply to all Proposals and become a part of the terms and conditions of any Proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by Proposer when submitting Proposal.

PROPOSALS

2. FORM: Proposer must submit original hard copy and a digital copy on CD or Flashdrive of the sealed Proposal/written quote/proposal or submit electronically via bonfire to the Purchasing Manager prior to response due date/time. Failure to submit the additional copies may result in the Proposal being declared non responsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of Proposal closing. In the case of estimated requirement contract Proposal, the prices must remain firm for the period as specified in the Proposal. "Discount from list" Proposals are not acceptable unless specifically requested in the Proposal.
4. QUANTITIES: In the case of estimated requirements contract Proposal, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this Proposal regardless of quantity. The successful Proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be proposed F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful Proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the Proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting Proposer.
8. PROPOSER SHALL PROVIDE: With this Proposal response, the Proposer shall provide all documentation required. Failure to provide this information may result in rejection of Proposal.

9. **ALTERING/WITHDRAWAL OF PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the Proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No Proposal may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
10. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, e-mailed, or facsimile Proposals will be considered at this time. All Proposals must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This Proposal number must appear on ALL correspondence, inquiries, Proposal submittal documents, etc. pertaining to this Invitation for Proposal.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the Proposal document. It is the responsibility of the Proposer to ensure receipt of all addenda and to include the changes in this Proposal document.
13. **LATE PROPOSALS:** Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **PROPOSAL OPENINGS:** All Proposals submitted will be read at the City's regularly scheduled Proposal opening for the designated project. However the reading of a Proposal at Proposal opening should not be construed as a comment on the responsiveness of such Proposal or as any indication that the City accepts such Proposal as responsive.

The City will make a determination as to the responsiveness of Proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Proposer upon award of the contract and according to state law; all Proposals received will be available for inspection at that time, unless otherwise provided by law.

15. **PROPOSAL TABULATION:** Proposers desiring a copy of the Proposal tabulation may request it by enclosing a self-addressed stamped envelope with Proposal. PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. **PROTESTS:** All protests regarding the Proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of Proposals. This includes all protests relating to advertising of Proposal notices, deadlines, Proposal opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this Proposal. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **PROPOSAL AWARD:** The City reserves the right to award a separate contract to separate Proposers for each item/group or to award one contract for the entire Proposal. Unless stipulated in the attached Proposal specifications, the contract will be awarded to the lowest responsible Proposer or to the Proposer who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:** A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference, Proposal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are “no arrival, no sale”.
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful Proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. PROPOSAL SECURITY/BOND REQUIREMENTS: If required, Proposal security shall be submitted in the same manner as your proposal. Any electronic submittals will require the vendor to provide the original hard copy within three (3) business days of the notification of intent to award. Any Proposal submitted without bond or cashiers/certified check, where required, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible Proposer.
32. INVOICES: Invoices must be submitted by the successful Proposer to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract, the contract shall be for a predetermined period as specified in the Invitation for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the

Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. AUDIT: The City reserves the right to audit the records and performance of successful Proposer during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL PROPOSER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
36. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful Proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another Proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Proposer.
37. ACCEPTABILITY: All articles enumerated in the Proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this Proposal will be determined solely by the City Purchasing Manager or designated representative.
38. REMEDIES: The successful Proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

41. **NO PROHIBITED INTEREST:** The Proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
44. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is

employed by the contractor or any subcontractor in the execution of the contract for the project.

45. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
46. **STORMWATER REQUIREMENTS:** Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the current City of Frisco Storm water Ordinance (11-11-52). These BMPs include:
 - Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
 - Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
 - Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
 - Implementing proper material handling BMPs for transportation and storage.
 - Implementing proper waste disposal BMPs.
47. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form

(Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

Within ten days of being notified of award of a contract by the City of Frisco, the successful vendor (business entity) must use the Texas Ethics Commission's web application, <https://www.ethics.state.tx.us/File/>, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be provided to the City of Frisco Purchasing division (**within 10 days of being notified of award of a contract**).

The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

48. CHAPTER 2270 CERTIFICATION

In accordance with Chapter 2270 of the Texas Government Code, Consultant hereby certifies that Consultant (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City, including during the term of this Agreement.

49. PROPRIETARY DATA - Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Frisco will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Texas Public Information Act.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted after award. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith
	PHONE (A/C, No. Ext.): 972-555-5555 FAX (A/C, No.): 972-555-5556
	E-MAIL: johnsmith@abcinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Insurance Company Name NAIC #: 12345
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED: Your Company Name Here
Address of Insured
Address of Insured

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISS	SUBM WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		X		987654	03/05/2013	03/05/2014	MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS			123456	03/05/2013	03/05/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	123456	03/05/2013	03/05/2014	WC STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER	CANCELLATION
City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE HERE

ACORD 25 (2010/05)

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SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident Proposers:

A governmental entity may not award a governmental contract to a nonresident Proposer unless the nonresident underbids the lowest bid submitted by a responsible resident Proposer by an amount that is not less than the amount by which a resident Proposer would be required to underbid the nonresident Proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other:
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, _____.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, _____.

Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed._____
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7_____
Signature of vendor doing business with the governmental entity_____
Date

Contract Risk Assessment Questionnaire
Required Submittals

1. Has your business/company/organization filed for bankruptcy within the last five (5) years?
Yes ☐ No ☐ If so, please enclose details.
2. Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance?
Yes ☐ No ☐ If yes, please enclose details.
3. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
Yes ☐ No ☐ If yes, please enclose details.
4. In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization?
Yes ☐ No ☐ If yes, please enclose details.
5. Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
Yes ☐ No ☐ If no, please enclose details.
6. In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency?
Yes ☐ No ☐ If yes, please enclose details.
7. In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency?
Yes ☐ No ☐ If yes, please attach a full explanation.
8. In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector?
Yes ☐ No ☐ If yes, please enclose details.
9. In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license?
Yes ☐ No ☐ If yes, please enclose details.

10. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
Yes ☐ No ☐ If "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.
11. In accordance with Chapter 2270 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City?
Yes ☐ No ☐
12. In accordance with Chapter 809 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of any contract with City?
Yes ☐ No ☐
13. In accordance with Chapter 2274 of the Texas Government Code, do you certify that your business/company/organization does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of any contract with the City? Yes ☐ No ☐

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION. THE UNDERSIGNED HEREBY AGREES ON BEHALF OF HIS/HER BUSINESS/COMPANY/ORGANIZATION THAT THE CERTIFICATIONS SET FORTH IN SECTIONS 11-13 ABOVE SHALL BE INCORPORATED INTO ANY CONTRACT WITH THE CITY.

Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed name and title: _____

PROPOSER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

ORIGINAL PLUS DIGITAL COPY INCLUDED, UNLESS SUBMITTING THROUGH BONFIRE?

ALL BLANKS COMPLETED ON THIS FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURES?

Schedule of Events

Public Notification/Advertisement

October 3, 2021

October 10, 2021

Deadline for Submitting Questions

October 12, 2021

4:00PM CT

RFP Responses Due

October 21, 2021

2:00PM CT

Questions concerning this RFP are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

Request for Proposal #2109-121 Short-Term Rental Management Solution

Introduction

The City of Frisco, Texas is accepting proposals for purchase of a solution for Short-Term Rental Management.

It is the intent of the City of Frisco to establish a mutually beneficial relationship with the selected vendor who is committed to providing solutions to meet all current and future requirements for the City's short-term rental management solution. Our City is growing in size and technical expectations, and we require that the successful vendor invest into their product line to ensure functionality, productivity, and technical efficiency of current and future versions. The successful vendor will work closely with designated City personnel to deliver, install, implement, train, warranty and support a total package.

The City of Frisco is located approximately 20 miles north of downtown Dallas along the Dallas North Tollway along SH 121, and covers area in both Collin and Denton County. The September 1, 2021 population estimate for Frisco was approximately 211,224 and growing at the rate of about 5% annually. The City occupies approximately 71 square miles and has an expected build-out population of roughly 323,000 by the year 2030.

Background

An ordinance was adopted on 8/17/2021 to promote the public health, safety, and general welfare within the City by providing neighborhood sustainability and preserving property values. Having current and reliable information about the owners of Short-Term Rentals will allow the City to provide those owners with timely information on the condition of their properties and emergency contact information, to ensure collection of hotel occupancy taxes, to protect the health and safety of guests of Short-Term Rentals and to aid in enforcement of applicable ordinances and laws. By requiring the registration of Short-Term Rental properties, the City Council seeks to protect property values and to prevent property damage within the City limits. Wrapping boundaries around the short-term rental process is good for peace and order of Frisco.

Short-Term Rental (STR) – A dwelling that is: (a) used or designed to be used as the home of a person, family, or household, including a single-family dwelling, garage apartment, guest house or a unit in a multi-unit building, including an apartment, condominium, cooperative or timeshare; and (b) rented wholly or partly for a fee and for a period of less than thirty (30) consecutive days. The term "Short-Term Rental" does not include a premise that is used for a nonresidential purpose, including an educational, health care, retail, restaurant, banquet space or event center purpose or another similar use; a bed-and-breakfast as defined in the City's Zoning Ordinance; or a hotel.

Short-Term Rental Permit – A permit issued by the City that identifies the subject property as a lawful Short-Term Rental. No Short-Term Rental shall operate within the City without a current, valid Short-Term Rental Permit. All individual units having cooking, sleeping, and bathing facilities within common buildings, regardless of ownership, shall require a separate, individual permit for each unit intended to be used as a Short-Term Rental. A person commits an offense under this Article if that person owns or operates a Short-Term Rental in the City without a valid permit.

The following is a list of items Frisco is trying to solve or improve as part of this solution:

- Inability to communicate with homeowners due to lack of contact information.
- Various challenges faced with homeowners who do not live locally or live out of state.
- Homeowners that do not have firsthand knowledge of the condition of their property due to lack of involvement (Not visiting the property because they choose to hire services to maintain it. 'Set it and forget it').
- Homeowners that do not have firsthand knowledge of the renters accessing their property.
- Owners not paying short-term rental occupancy tax.
- Desire to preserve and enhance residential neighborhoods and property values.

Assumptions:

- Frisco believes as many as ~300 STRs may exist today within city boundaries and expect that number to increase over time.
- Bidder will manage, oversee, own, control, and represent all aspects of the short-term rental management system and process on behalf of the City of Frisco, except for taking payment for the short-term rental occupancy tax.
- "Homeowner" and "Owner" are synonymous throughout this document.
- STR permits are valid for one-year from the issued date. Permits must be renewed in advance of the permit expiration date in order to maintain their permitted status. Permits can only be renewed if current with STR tax payments.
- The City of Frisco is sourcing management and compliance services, in addition to cloud hosted software.
- Bids proposing on-premise technical infrastructure will be considered non-responsive and will not be evaluated for consideration. A requirement is for the solution to be cloud hosted.
- A copy of the ordinance which outlines STR requirements and specifications is attached as Attachment B. Owners are bound to adhere to the ordinance and the responding party is expected to ensure compliance.

Evaluation Criteria

Evaluation factors outlined below shall be applied to all eligible, responsive proposers in comparing proposals and selecting the successful vendor. Award of a contract may be made without discussion with proposer after proposals are received. Proposals should therefore be submitted on the most favorable terms.

The following criteria are listed in their order of importance and will be considered in making an award:

Responses to functional requirements	30 points
Implementation strategy and plan. Ability to manage and oversee the STR process in its entirety	30 points
Compatibility with the City of Frisco's desired current and future technology architecture, expertise, future strategy, and responses to technical requirements	15 points
Total cost of ownership over five years	15 points
References of similar size and complexity	10 points
Total	100 points

The City may require a short-listed group of finalists to discuss their solution approach and demonstrate software. Reference calls and site visits may also be performed at this time. The City of Frisco would like to have a contract signed and the awarded by November 15, 2021.

Required Submittals

In addition to the material included in the City of Frisco RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page, Table of Contents and Executive Summary

- a. The title page shall include the proposal number, the title (Short-Term Rental Management Solution) and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in a contract.
- b. Provide a table of contents noting each section of your proposal, and corresponding page numbers.
- c. Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project including:
 - Experience with similar projects of relevant scope and size
 - Stability and growth of your organization
 - Product development standards

- Service to be performed
- Exceptions to the proposal
- Understanding of the system requested and differentiating highlights of your proposal

Section 2: Company Background

- a. Provide a brief history of your company and all third-party vendors involved in this proposal, if applicable. Include information such as location, number of years in business, types of software developed and sold, number of active installations of the proposed product, number of customers with similar structure to the City of Frisco, name of parent and subsidiary company(s) or owners, if privately owned, etc.
- b. Include total number of employees in the company and functional breakdown of duties including software support, customer support, owner compliance, implementation services, research and development.
- c. Provide metrics and data associated with your company performance. What percentage of short-term rentals do you think you find? What practices, technology, or other benefit do you deploy to find short-term rentals and keep them in compliance? Why should Frisco choose you over other respondents?

Section 3: Pricing

- a. The proposer must detail by item, all hardware, software, implementation services, annual maintenance/support, training, and material resources required to operate the system as described in the proposal.
- b. Include time required to work with IT on installation and configuration of the proposed system.
- c. List any optional features separately and include an explanation of those features.
- d. If you propose to host credit card processing, provide all associated fees. If you are not proposing to host credit card processing, include a list of all credit card processing vendors you support and a reference account for each vendor relationship.
- e. Detail the consulting hours assigned for implementation and for training with the cost per hour for each type of service.
- f. Complete the table below. Pricing should reflect a five-year commitment with annual option to extend the contract.

Description	Cost
Software License Costs/Upfront Software Cost	
Implementation Cost	
Training Cost	
Any additional support or maintenance (or hosting) costs during year 1 (please provide detail on these costs)	
Direct Expenses and Travel Maximum (not to exceed) (Please note: at this time, the City of Frisco prefers remote meetings)	
Total Year 1 Cost	
Description	Cost
Annual operations and maintenance (or hosting) cost for Year 2	
Annual operations and maintenance (or hosting) cost for Year 3	
Subtotal for Year 2 and 3	
Optional Renewals	
Annual operations and maintenance (or hosting) cost for Year 4	
Annual operations and maintenance (or hosting) cost for Year 5	
Subtotal for Year 1 through 5	
Annual operations and maintenance cost per year beyond year 5	

Section 4: Financial Questions

- a. Describe which payment methods are accepted? What credit card processors do you use?
- b. Does your application store credit card information? If yes, what information is stored? Is this information encrypted? How? Is the credit card information available for staff to read?

- c. Describe if you are PCI compliant.

Section 5: Implementation

- a. Describe your plan to install the system including a realistic timeline and/or a sample project plan. This plan must outline resource and time commitment required by position type to meet the estimated timeframe.
- b. Provide resumes and work history of each member of the proposed implementation team including any third-party providers. The successful vendor will be required to execute a contract identifying specific team members by name as those that will perform the proposed services. Any variation in proposed team members must be accepted by the City of Frisco in writing. It is the preference of the City that at least one reference included in the proposal have experience working with the proposed implementation team.

Section 6: Training

- a. Describe the training necessary for each level of staff. Include the location of the training, number of individuals per class, duration, number of proposed hours both onsite and remote. Note: The City of Frisco currently prefers remote training.
- b. Provide a list of training materials included in the price and your strategy for keeping it updated. Include location of any electronic documentation that is available.
- c. Describe any training and instructional materials that can be offered to owners so they understand how to use the proposed software.

Section 7: Maintenance and Support

- a. Provide a brief description of your company's service and support philosophy.
- b. Include a description of help desk services, online tools, support hours of operation, process for contacting support and geographical location of support staff. What are the main types of problems people contact you about? Document how Frisco would mainly interact with support (i.e. phone, email and internet). Document how owners would interact with support.
- c. Describe if the City would have a dedicated account manager or if the City would receive support through a generic support team.
- d. Describe the warranty and/or maintenance agreement and how upgrades are applied. Include a copy of the Service Level Agreement, if not included in the maintenance agreement.

- e. Estimate how much city FTE staff time will be required annually for ongoing system management and computer operations for the proposed system.
- f. Describe your support organization and the process for problem resolution.

Section 8: References

- a. The proposer must furnish references for at least three (3) customers for whom they have provided a system within the past three (3) years that closely matches the proposed system in use. References should also be similar in size to the City or larger and share a similar amount of short-term rentals or more. Include contact information with name, title, telephone numbers, email addresses, go-live date, population size, and number of short-term rentals.
- b. If a third-party provider or partner is included in your implementation, training or support plans, the City also requires references for each company.

Section 9: Required Forms

Supplemental Information – pages 14-15 of this RFP

Affidavit of No Prohibited Interest – page 16 of this RFP

Conflict of Interest Questionnaire – page 17 of this RFP

Signature Form – page 28 of this RFP

Section 10: Requirements

The proposer must respond to each requirement as listed in the attached Requirements Worksheet, (“Attachment A”) and follow directions on the Table of Contents.

Section 11: Technical Survey (“Exhibit B”)

The City of Frisco Information Technology (IT) department supports projects and new initiatives by assisting with software and hardware procurement/implementations. The purpose of this survey is to document and gauge the estimated level of effort necessary, from all IT divisions, for a project to succeed. In addition, this assists with evaluating a potential vendor against technical and security standards.

Attach the following items to your survey:

- Detailed technical diagram of how your system(s) work, interact, communicate, placement of devices (DMZ, internal network, ports required)
- Client specifications
- Sample Software Service Agreement



SIGNATURE FORM

2109-121

SHORT-TERM RENTAL MANAGEMENT SOLUTION

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Proposer: _____

Address of Proposer: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

**EXHIBIT A
REFERENCES**

REFERENCE 1

Entity Name:

Contact Name:

Address:

City: State: Zip code:

Phone Number: Email:

Years doing business with Entity and Capacity:

REFERENCE 2

Entity Name:

Contact Name:

Address:

City: State: Zip code:

Phone Number: Email:

Years doing business with Entity and Capacity:

REFERENCE 3

Entity Name:

Contact Name:

Address:

City: State: Zip code:

Phone Number: Email:

Years doing business with Entity and Capacity:

EXHIBIT B TECHNICAL SURVEY

SECTION 1 – GENERAL

1. Will this system/application be hosted in the cloud?
2. If the application is hosted in the cloud, who is the hosting vendor (AWS, Azure, etc.) and where is the data stored (USA, other)?
3. If the application is hosted, what certifications does the hosting vendor currently possess?
4. How long have you been providing hosting services of the type being proposed for the City of Frisco?
5. Are you willing to have contract defined SLAs with associated financial penalties? What are the terms?
6. Will our data be contractually guaranteed to remain within the continental US?

SECTION 2 – NETWORK

7. Describe the impact of the proposed system on the City of Frisco internal network. What types of information is set over the network/internet? What is the estimated size and frequency?
8. What are the specific network requirements for this application to function properly?
9. What ports does the application require for communication?
10. Is all network traffic encrypted?
11. Does the application support the latest version of TLSv1.2?
12. Are SSL certificates that secure the site created with the SHA-256 algorithm?
13. List any capacity limitations.

SECTION 3 – SOFTWARE and SERVICES

14. Is there a client component? How is it installed? If it is a web application, are there additional components required?

15. Is there a GIS component to the software?

- a. Is there an option to consume the City of Frisco ArcGIS map services? If no, what are the map configuration options?
- b. If this system cannot use live map services, how often will map data need to be updated?

16. Does this software need to integrate with any other existing systems?

17. Does this software involve an email component? If so, how is that email communication managed?

18. Are you able to support configuration for DMARC?

19. Is there a legacy system which will require a data conversion to move historical data to the new system?

20. Are there other third party or related software packages that are required for system use? (Java, Flash, etc)

21. Is there a mobile component? Describe the technical requirements to use this feature.

22. Is there a mobile App for iPhone and Android available? If so, what version of Operating system(s) do you support?

23. What type of data will this application transmit, store or process? For example, will there be SSN, financial, personally (such as DOB), health information, etc.

24. Is Azure Active Directory, Active Directory and/or Single-Sign On (SSO) supported? Please describe.

25. For implementations that leverage Azure or Active Directory, does the application support LDAPS?

26. If AD integration is not supported and the application is using local user accounts, please provide the below information:

- a. How often must passwords be changed?

- b. Can old passwords be re-used? How frequently?
 - c. What is the minimum number of characters in a password?
 - d. What are the character requirements? (Example: uppercase letter, lowercase letter, numerical character, special character)
 - e. What is the account lockout policy?
 - f. Can users reset their own passwords or is an admin required to reset it? Describe this process. Is the password field masked?
 - g. What other password construction requirements exist?
 - h. What is the process and time expectations for removal of access for terminated employees?
 - i. Are users assigned unique ID's?
 - j. How are users granted access to software functionality? Is it based upon the [principle of least privilege](#)?
27. Does administrative access require a second-factor for authentication?
28. Does the application support two-factor (mFA) for authentication for end-users?
29. Are terminated user accounts disabled or deleted?
30. Will there be a need to establish integrations/interfaces to on premise or other hosted systems? If required, how are those integrations/interfaces secured appropriately?
31. How will our production and disaster recovery (DR) environments be isolated from other hosted customers?
32. Will our data, including passwords, be encrypted at rest and/or in transit and how?
33. What encryption is used at rest? Please describe.
34. Will we have access to have Test, Train and Production environments as appropriate for the specific application?

- 35. Are these Test, Train and Production environments separated? If so, physically or logically?
- 36. Will we be able to preview and test updates/upgrades prior to them being applied to our production environment? We prefer the ability to update/upgrade on our schedule with the assumption that we remain on supported versions.
- 37. Does the application allow the administrator to configure session timeout thresholds?
- 38. Does the application allow the administrator to log out end users?
- 39. Will the city maintain ownership of the data? What is the format of the retrieved data and the process for requesting a copy?
- 40. Include any relevant roadmaps items for the proposed software version and dates of next major upgrades. Will these upgrades drastically change the software look/feel?
- 41. Document any capabilities to integrate using APIs, web services, or SDKs. The system has a web service or API available for the City to access application data such as address, coordinates, owner, and contact info.

SECTION 4 – SECURITY

- 42. Does your organization have a dedicated resource assigned to Information Security (Cybersecurity)?
- 43. Does your organization have an Information Security policy?
- 44. Does your organization scan your environment for vulnerabilities on a regular basis? If yes, describe your vulnerability and application scanning program.
- 45. Describe the remediation process of identified vulnerabilities.
- 46. Does your organization apply security patches on a regular basis? If so, please describe your patching cadence.
- 47. Does your organization have an Incident Response policy/plan?
- 48. Does your organization change default credentials to accounts prior to release to production?

49. What data do you log and what is the retention period of that log information?
(Attach detail if necessary)
50. If the application is hosted, is the application monitored for cyber-attacks such as, but not limited to, brute-force attacks, SQL injection, et al?
51. Does your organization follow best coding practices such as the OWASP Top 10?
52. Does your organization conduct source code scanning prior to release to production?
53. Does your organization conduct network penetration testing against the application?
54. Have you suffered any data breaches? If so, please provide date and if customer data was lost.
55. Will there be protected data housed in the hosted environment such as HIPAA, PCI, PII, CJIS, etc.? If yes, please answer the following questions.
- a. Do your disaster recovery site(s) meet the requirements for the specific data in question?
 - b. Are you PCI compliant? If yes, attach current AOC.
56. Are firewalls, IDS/IPS, anti-virus and malware detection in place to detect attacks and other attempts of unauthorized access?

SECTION 5 – BACKUP and DR

57. Do you have a Disaster Recovery (DR) plan? How do you exercise it?
58. Define what you constitute as an outage and describe the recovery point and recovery time objectives as defined in the contract.
59. How do you ensure redundancy in your hardware, network and external communication paths?
60. How are backups accessed/restored? What is the process to request a backup and what is the time frame for restoring the information? List the detailed timing of your backups including incremental and full backups.
61. What is your defined failover process and procedures?

62. Include the procedures to obtain a backup of all data to a third-party location chosen by the City through direct connect or export. Describe this process and include as an optional expense if there are related costs.

SECTION 6 – ONGOING SUPPORT/MAINTENANCE

63. How often are software updates released and how are they applied? Who is typically responsible for performing the upgrade?
64. What communication methods do you use for support?
65. What are your hours of operation?
66. What are your defined maintenance periods?
67. Where are your support organization located?
68. What kind of technical support is offered post implementation? What are the terms for utilizing this support?
69. What is your opinion on expected/typical IT Level of effort?