

## **REQUEST FOR PROPOSALS**

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### **SHORT TERM RENTAL MONITORING & ANALYTICS**

**September 22, 2020**

**Tompkins County Department of Planning and Sustainability  
121 East Court Street  
Ithaca, New York 14850**

## 1) Summary

Tompkins County is seeking to collect data on short term rental (STR) activity. STRs are residential rentals with a duration shorter than 30 days.

Tompkins County seeks a vendor to provide a web-based solution that compiles comprehensive data on STR operator listings for compliance activities and enforcement. The vendor should have experience providing a solution to public sector clients.

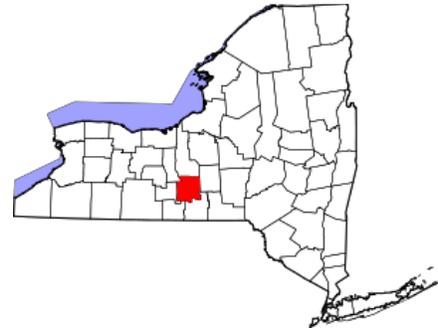
The county lacks verifiable information regarding STR operators including addresses and market performance. The STR platforms limit the information they provide, and the county has no current system, process, or vendor for gathering STR data.

The collected data will be used to enforce existing laws and understand the impacts of proposed policies at the county and municipal level. The county is seeking data on aggregate STR performance and individual STR listings.

## 2) Background / Description

Tompkins County is in the Southern Tier region of New York at the southern end of Cayuga Lake.

Tompkins County established a hotel room occupancy tax (room tax) in 1986. Since 2004 the county has imposed two room tax rates: 5% of the nightly room rate for properties with 11 or more rooms and 3% for properties with 10 or fewer rooms. In 2016, Tompkins County became the first county in New York State to establish a tax collection agreement with Airbnb.



The county has identified several potential uses for data on STR activity including tax compliance, property assessment, and environmental health. In addition, the county would like to share data on STR activity within the towns, villages, and the City of Ithaca.

To this end, the county seeks a vendor to deliver accurate STR data on a regular basis and in a user-friendly format. The vendor should have the capability to collect data from the leading STR platforms (i.e. Airbnb, VRBO, Booking.com, Flipkey, etc.).

## 3) Goals

Tompkins County seeks to enter into an agreement with a vendor to provide independent data on STR activity.

#### **4) Anticipated Timeline**

Submissions will be reviewed in October and November 2020. Selected vendors may be contacted for interviews. Tompkins County wishes to enter into an agreement with a vendor to provide data for a 12 month period with the option to renew for two additional one year periods at the county's discretion.

#### **5) Project Management**

The Tompkins County Tourism Program Director / Principal Planner will serve as the project manager. Following contract execution, the project manager may assemble an advisory panel consisting of county staff from various departments.

#### **6) Services Sought**

Tompkins County is seeking a vendor who can supply the following aggregate data on STRs on a monthly basis for all STRs in the county:

- Total number of active STR property addresses
- Total number of active STR listings on each platform
- Average daily rate for STR properties
- Average occupancy rate for STR properties

In addition, the county is seeking data on individual STR properties located within its boundaries. The county is seeking the following information for individual STRs:

- Property address
- Property type (i.e. entire house or partial house)
- Property amenities (i.e. kitchen, bathroom)
- Owner name
- Owner address (if different than property address)
- Operator name
- Operator contact information (address, email and/or phone number)
- Platform(s) where property is listed (Airbnb.com, VRBO, etc.)
- Listing URL(s)
- Rental history (number of nights booked per month)
- Number of guest reviews

Data on individual STRs should be updated on a monthly or more frequent basis. All data above should be accessible in an electronic spreadsheet (Microsoft Excel or Comma Separated Value).

In addition, the county is interested in vendors who can assist municipalities with the enforcement of local STR regulations. Potential activities include:

- Support for permitting and registration of STR properties

- Preparation and mailing of form letters to STR owners

Data provided by the vendor will be owned by Tompkins County.

## 7) Selection Process

Submissions will be reviewed by a panel of Tompkins County staff representing various departments and municipal representatives using the evaluation criteria below. The top-ranking firm(s) may be asked to participate in an interview with the evaluation panel. Following this, a firm will be selected and invited to execute a contract with Tompkins County.

## 8) Submission Requirements

Firms are required to provide the following information:

- Firm name
- Mailing address
- Telephone
- Website
- Contact name, email, phone number
- Form of Organization (partnership, corporation, sole proprietorship, etc.)
- Where Organized
- Names of principals, officers, and directors

Additional consultants (if applicable) are asked to provide the following:

- Firm name
- Mailing address
- Telephone
- Website (if applicable)

Proposals should include the following components:

- Services** – Indicate which of the items in the “Services Sought” (above) your firm is able to provide. Up to two pages of additional information to describe your firm’s methodology may be included.
- Considerations** – Describe the time needed to establish the service and any efforts required from Tompkins County to establish and maintain the service (for example staff training, transfer of data).
- Key Personnel** – For all key personnel to be involved in the project, please provide names, titles, period of service with the firm, and a resume or description of experience. Please limit responses to no more than two pages per person.
- Relevant Experience** – Provide a list of clients/projects equivalent in size or nature to the proposed project that have been successfully completed within the last five years by the consulting firm, consulting team, or key personnel.

- e. **References** – Provide names, telephone numbers, and email addresses of persons to be called for references regarding past performance of the consulting firm, consulting team, or key personnel on similar projects.
- f. **Pricing** – Describe the cost for the services your firm provides and details about payment terms for services rendered.

Up to ten pages of additional supporting materials may be submitted.

### **9) Evaluation Criteria**

The evaluation panel will consider the following criteria in its review of proposals:

- Quality and completeness
- Local resources required
- Customer experience
- Cost effectiveness

The evaluation panel may request an interview for the selected firm(s).

### **10) Submission Instructions**

Response(s) must be submitted by email to [nhelmholdt@tompkins-co.org](mailto:nhelmholdt@tompkins-co.org).

All responses are due by 5:00 pm EDT on Monday, October 19, 2020.

### **11) Non-Collusive Bidding Certificate**

All bidders submitting bids under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment A) must be submitted with each proposal on the form provided by the County.

### **12) Indemnification**

The successful bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

### **13) Non-Appropriation Clause**

In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. The respondent agrees to hold the County harmless for any contracts let for which funding either

does not currently exist, or for which funding has been removed prior to the authorization to proceed.

Should it become necessary for the County to cancel a project after the order to proceed has been issued, the County will only be liable for, and the respondent agrees, to only assess those financial damages that it can prove to have incurred resulting from the cancellation of the contract.

#### **14) Living Wage**

Tompkins County must consider the wage levels and benefits, particularly health care, provided by contractors when negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.

If contractor certifies on Tompkins County Livable Wage Form (Attachment B) that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with the contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold.

#### **15) Workforce Diversity and Inclusion**

All bidders must comply with the Workforce Diversity and Inclusion terms and conditions as well as sign an Anti-discrimination certificate as stated in Attachment C.

**ATTACHMENT A**

**COUNTY OF TOMPKINS  
GENERAL CONDITIONS  
NON-COLLUSION CERTIFICATE**

**NON-COLLUSIVE CERTIFICATION:**

(a)By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;
2. Unless otherwise required by law, the prices that have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
3. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

\_\_\_\_\_  
Name of Bidder/Proposer

\_\_\_\_\_  
Signature and Title of Signer

\_\_\_\_\_  
Date

**NOTE:**

A bid/proposal shall not be considered for award nor shall any award be made where (a) 1, 2 and 3 above have not been complied with; provided, however, that if in any case the bidder/proposer cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement that sets forth in detail the reason(s) therefore. Where (a) 1, 2, and 3 above have not been complied with, the bid/proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder/proposer (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid/proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a) 1.

## ATTACHMENT B

### **Contractor's Representation—Livable Wage Policy**

**Livable Wage Policy:** By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory. However, the attainment of a broadly-applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

**The Current Living Wage:** The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union and is currently \$14.28 per hour if the employer contributes at least half the cost of an employee's health insurance/benefit cost and \$15.37 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2021.

**Requirement of All Contractors:** As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

**Covered Employees** include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

**Excluded Employees** are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

**Contractor's Living Wage Representation**

**1. Approximately how many Covered Employees, including employees of any subcontractor involved in providing the service, will be involved in the provision of the contracted service? \_\_\_\_\_ (insert number)**

**2. Will all Covered Employees, including employees of any subcontractors directly involved in the provision of County services, be paid at least the living wage?**

Yes

No

**3. If the answer is "No", approximately how many covered employees will NOT be paid at the living wage?**

**Full-time \_\_\_\_\_ Part-time \_\_\_\_\_**

**Print Contractor**

**Name: \_\_\_\_\_**

If you answered "Yes" to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract. If you answered "No," your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

## ATTACHMENT C

### ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, (the contractor) hereby agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment for any of the following: race, creed, color, ethnicity, military service, marital status, disability, sexual preference, perceived gender, national origin, or status as an ex-offender, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by

or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

**GENERAL CONDITIONS ACCEPTED BY:**

Firm:

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By:

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Date:

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Title:

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