

**NOTICE
REQUEST FOR PROPOSALS
SHORT-TERM RENTAL COMPLIANCE MANAGEMENT SYSTEM
EAGLE COUNTY, COLORADO**

Eagle, Colorado

August 7, 2023

Eagle County is soliciting proposals from a qualified vendor for a short-term rental licensing and management system that will create and maintain a database of short-term rentals in unincorporated Eagle County, provide collection of fees, assist with notifications, and ensure compliance with a contemplated licensing ordinance. This Request for Proposals (“RFP”) will be non-exclusive. Eagle County reserves the right to purchase supplies or services from other professionals.

Proposals must be emailed to anna.earl@eaglecounty.us on or before 5:00 p.m. on September 15, 2023. Any proposal received after this time will not be considered and will be returned to the respondent unopened unless good cause is shown as determined by Eagle County in its sole discretion.

The proposal document is available at www.eaglecounty.us.

Contact information:

Anna Earl

anna.earl@eaglecounty.us

970-328-3514

**REQUEST FOR PROPOSALS
INSTRUCTIONS TO PROPOSERS**

1. Eagle County, Colorado will be receiving proposals via email. Please send proposals to anna.earl@eaglecounty.us.
2. Any question, interpretation or clarification regarding this Request for Proposals (RFP) is required 7 calendar days prior to the due date. Responses, if any, will be issued by addenda posted to www.eaglecounty.us. All questions regarding this proposal must be in writing to Anna Earl, Finance Director. Questions may be emailed to anna.earl@eaglecounty.us. Please call to verify receipt of your questions. No additional questions will be accepted after the date and time referenced above unless good cause is shown as determined by Eagle County in its sole discretion. Oral interpretations shall be of no force and effect.
3. One copy of your proposal is required. If brochures or other supportive documents are requested, then it is required that one set be submitted with your proposal.
4. Eagle County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP and to waive or not waive informalities or irregularities in proposals received or RFP procedures. Eagle County also reserves the right to re-advertise, or to otherwise provide the services as determined by Eagle County to be in its best interest, and to accept any portion of the proposal deemed to be in the best interests of Eagle County to do so, or further negotiate cost, terms, or conditions of any proposal determined by Eagle County to be in its best interests.
5. Eagle County may, at its sole discretion, modify or amend any and all provisions herein. If it becomes necessary to revise any part of the RFP, addenda will be provided through posting at www.eaglecounty.us. Eagle County reserves the right to extend the RFP submittal date or to postpone the award of an agreement.
6. All proposals will be reviewed by a selection committee and any other review as determined to be necessary. Respondents may be asked to supplement their initial proposals with additional written material. Eagle County may short-list respondents based upon an evaluation of the written submittals. Eagle County may arrange for in-person interviews with the short-listed respondents for a detailed presentation.
7. The selected proposal will be the one considered the most advantageous regarding price, quality of service, qualifications and capabilities of respondent to provide the specified service, respondent's familiarity with Eagle County, and any other factors the County may consider as determined by Eagle County in its sole discretion. Eagle County may award a contract even if not the lowest priced proposal based upon a review of the identified factors.

8. Respondent is encouraged to clearly identify any proprietary or confidential data or information submitted with the proposal. Regardless of whether or not so marked, Eagle County will endeavor to keep that information confidential, separate, and apart from the proposal. Notwithstanding the foregoing, respondent acknowledges that Eagle County may be required to release the information in accordance with the Colorado Open Records Act or order of the court.
9. Eagle County will not pay for any information requested herein, nor is it liable for any costs incurred by the respondent in connection with its response to this RFP.
10. No work shall commence nor shall any invoices be paid until the successful respondent has entered into a fully executed agreement with Eagle County and provides the requested proof of insurance.
11. No telephone or oral proposals will be accepted.
12. Proposals must be clearly identified in the email subject line by proposal title. Responsibility for timely submittal of proposals lies solely with respondent. Proposals received after the closing time specified will not be considered unless good cause is shown as determined by Eagle County in its sole discretion.
13. Respondent(s) who submit a proposal are responsible for becoming fully informed regarding all circumstances, information, laws, and any other matters that might, in any way, affect respondent's role and responsibilities. Any failure to become fully knowledgeable shall be at respondent's sole risk. Eagle County assumes no responsibility for any interpretations made by respondents on the basis of information provided in this RFP or through any other source.
14. All respondents must include a fully executed Proposal Form with their proposal.
15. Eagle County reserves the right to award an agreement to respondent that demonstrates the best ability to fulfill the requirements of the project based upon our evaluation of the selection criteria.
16. This RFP is not intended to completely define the contractual relationship to be entered into with the successful respondent(s).
17. Upon identification by Eagle County of the successful respondent, Eagle County will give the successful respondent the first right to negotiate an agreement acceptable to Eagle County. In the event that an agreement satisfactory to Eagle County cannot be reached, Eagle County may enter into negotiations with one or more of the remaining respondents. Eagle County may choose to discard all proposals and re-issue another RFP.

18. The successful respondent will perform all of the work or services indicated in the proposal in compliance with the negotiated agreement.
19. The successful respondent(s) shall comply with the following insurance language which shall be included in the agreement to be awarded unless otherwise agreed to in writing by Eagle County:

“Consultant agrees to provide and maintain, at Consultant’s sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

a) Types of Insurance.

- i) Workers’ Compensation insurance as required by law.
- ii) Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.
- iii) Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limits.
- iv) Professional Liability Insurance with prior acts coverage for all Services required hereunder, in a form and with an insurer or insurers satisfactory to County, with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. In the event the professional liability insurance is on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement. Continuous coverage will be maintained during any applicable statute of limitations for the Services and Project.”

The successful respondent(s) shall comply with the following other insurance requirements which shall be included in the agreement to be awarded:

b) “Other Requirements.

- i) The automobile and commercial general liability coverage shall be endorsed to include Eagle County, its associated or affiliated entities, its successors or assigns, elected officials, employees, agents and volunteers as additional insureds.
- ii) Consultant’s certificates of insurance shall include all sub-consultants as additional insureds under its policies or Consultant shall furnish to County separate certificates and endorsements for each sub-consultant. All coverage(s) for sub-consultants shall be subject to the same

minimum requirements identified above. Consultant and sub-consultants, if any, shall maintain the foregoing coverage in effect until the Services are completed. In addition, all such policies shall be kept in force by Consultant and its sub-consultants until the applicable statute of limitations for the Project and the Services has expired.

- iii) Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Colorado and with an "A.M. Best" rating of not less than A-VII.
- iv) Consultant's insurance coverage shall be primary and non-contributory with respect to all other available sources. Consultant's policy shall contain a waiver of subrogation against Eagle County.
- v) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to County in the event of cancellation of coverage.
- vi) All insurers must be licensed or approved to do business within the State of Colorado and all policies must be written on a per occurrence basis unless otherwise provided herein.
- vii) Consultant's certificate of insurance evidencing all required coverage(s) is attached hereto. Upon request, Consultant shall provide a copy of the actual insurance policy and/or required endorsements required under this Agreement within five (5) business days of a written request from County, and hereby authorizes Consultant's broker, without further notice or authorization by Consultant, to immediately comply with any written request of County for a complete copy of the policy.
- viii) Consultant shall advise County in the event the general aggregate or other aggregate limits are reduced below the required per occurrence limit. Consultant, at its own expense, will reinstate the aggregate limits to comply with the minimum limits and shall furnish to County a new certificate of insurance showing such coverage.
- ix) If Consultant fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to County, County shall be entitled to immediately terminate this Agreement.
- x) The insurance provisions of this Agreement shall survive expiration or termination hereof.
- xi) The parties hereto understand and agree that County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections

provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to County, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

xii) Consultant is not entitled to workers' compensation benefits except as provided by Consultant, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement."

21. Further, the successful respondent(s) shall comply with the following indemnification language which shall be included in the agreement to be awarded:

"Indemnification. The Consultant shall indemnify and hold harmless County, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which County may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Consultant or any of its sub-consultants hereunder; and Consultant shall reimburse County for reasonable attorney fees and costs, legal and other expenses incurred by County in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against the County to the extent that County is liable to such third party for such claims without regard to the involvement of the Consultant. This paragraph shall survive expiration or termination hereof."

**REQUEST FOR PROPOSAL
PROPOSAL FORM
THIS PROPOSAL FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

TO: Eagle County, Colorado
500 Broadway
Post Office Box 850
Eagle, CO 81631

Re: Short-Term Rental Compliance Management System

The undersigned, having examined the Instructions to Proposers and any and all documents related to the above referenced RFP:

- (a) Agrees to comply with all conditions, requirements, and instructions of the Request for Proposal as stated or implied therein;
- (b) Acknowledges the right of Eagle County, Colorado in its sole discretion to reject any or all proposals submitted, and that an award may be made to a respondent even though not the lowest cost;
- (c) Acknowledges and agrees that the discretion of Eagle County, Colorado in selection of the successful respondent shall be final, not subject to review or attack; and
- (d) Acknowledges that this proposal is made with full knowledge of the foregoing and full agreement thereto.

By submission of this proposal, and signature below, respondent acknowledges that respondent has the authority to sign this Proposal Form and bind the company named below. Respondent further acknowledges that Eagle County, Colorado has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to Eagle County of any and all information sought in such inquiry or investigation.

Company Name: _____
Title of Respondent: _____
Signature of Respondent: _____

REQUEST FOR PROPOSAL

PROJECT DESCRIPTION

Eagle County Government is looking for a cloud-based solution company that has the capacity and expertise to complete a comprehensive inventory of short-term rentals (STRs) in unincorporated areas of the County, continually update the inventory, collect licensing fees, and monitor properties for compliance of a contemplated short-term rental ordinance.

SCOPE OF SERVICES

In March 2020, the Colorado State Legislature passed bill HB-20-1093 authorizing counties to license short-term rentals. Licensing short term rentals will help Eagle County receive more information about the number, type, and availability of rental units in unincorporated Eagle County. The contemplated licensing program could require short term rental operators to register regularly with the County, maintain uniform health and safety standards, and pay annual fees to the County. A licensing program could better balance economic vitality with visitor impacts, ensuring short term rentals fit in more holistically with the community.

The Eagle County Board of County Commissioners (the “Board”) contracted with a company to complete a nexus study to determine appropriate fees to charge for a short-term rental license. Officials are most closely considering an administrative fee to cover costs of the licensing program, as well as a fee to mitigate the cost of public services utilized by visiting guests and the impacts from short term rentals to the local housing market and need for available and affordable housing. The total potential amount generated from fees is estimated between several hundred thousand to a few million dollars per year.

An ordinance is currently being drafted for short-term rental licensing for consideration by the Board that will define this program.

At a minimum, the contractor must be able to:

- Complete property searches by monitoring relevant STR websites, duplicate listings, and identifying STR’s in unincorporated areas of Eagle County.
- Provide addresses and parcel numbers for properties.
- Use information to create a database of STR listings and update this inventory on a regular basis.
- Describe the process and property monitoring system that will be used to identify short-term rentals.
- Provide notice to non-compliant STRs regarding their status.
- Provide accurate reports and data with specific information regarding the type of rental, property owner, address of property owner, the address of the specific rental unit and other information as requested regarding STRs in unincorporated Eagle County.

- Provide booking data for STR properties including number of nights renter per year and number of bookings per year.
- Provide support to Eagle County staff members and respond to inquiries.
- Facilitate the licensing process between property owners and Eagle County.
- Provide payment collection for license payments.
- Provide reports as requested by Eagle County staff in formats that can be used by the staff.
- Ensure STR listings are compliant with Eagle County requirements.
- Provide takedowns of listings that are not compliant with the Eagle County ordinance.

PROPOSAL SUBMITTAL REQUIREMENTS

1. **Proposal Form.** Must be signed and submitted with response.
2. **Qualifications.** Briefly explain your company's qualifications to provide the services requested, e.g., years in business, staffing, vehicles to be utilized, and experience.
3. **Experience.** Please provide how long your company has been providing this service and how many customers you currently service.
4. **Schedule.** Please explain the implementation process and provide a timeline with necessary steps that will need to be completed.
5. **Budget/Pricing.** Please provide hourly rates and cost estimates. If your company provides different levels of services, please explain all options.
6. **Familiarity with Eagle County.** Provide a narrative describing familiarity with Eagle County.
7. **References.** Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, a contact name, and telephone number.
8. **Legal Issues.** Are there any lawsuits, federal, state or local tax liens, or any potential claims or liabilities against you, your company, or the officers of the company at this time or within the last three years? If so, please explain.
9. **Deliverables.** Please provide a narrative addressing your company's ability to provide the Scope of Services listed above.
10. **Evaluation Criteria.** We intend to consider experience, accuracy of data collection, ability to provide address verification and remove duplicates, user friendliness of the software, useful reporting, customer support, schedule and price.

