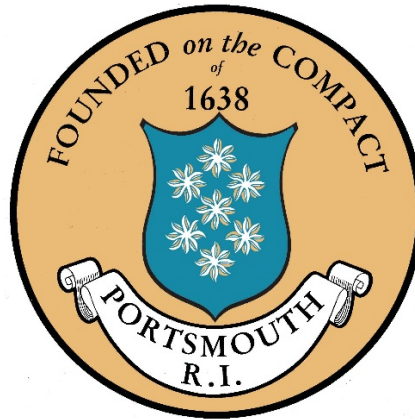


TOWN OF PORTSMOUTH, RHODE ISLAND
2200 EAST MAIN ROAD
PORTSMOUTH, RI 02871

REQUEST FOR PROPOSALS

PROPOSAL NUMBER - P19-001
SHORT-TERM RENTAL COMPLIANCE SOLUTIONS
SPECIFICATIONS AND INSTRUCTIONS



TOWN OF PORTSMOUTH, RI
REQUEST FOR PROPOSALS (RFP)
PROPOSAL NUMBER - P19-001
SHORT-TERM RENTAL COMPLIANCE SOLUTIONS

The Town of Portsmouth (the “Town”) is requesting proposals to provide “Short-term Rental Compliance Solutions,” in accordance with all terms and specifications contained herein, to be received no later than **two (2:00 p.m.) o’clock, EST, February 28, 2019** at:

Portsmouth Town Hall
Finance Office, Lisa Mills
2200 East Main Road
Portsmouth, RI 02871

If additional information is needed, please contact the Point of Contact listed in this RFP. Questions will be taken until **two (2:00 p.m.) o’clock, EST, February 20, 2019**. A list of questions and answers will be posted as addenda to <https://www.portsmouthri.com/398/Requests-for-Proposals> by **six-thirty (6:30 p.m.) o’clock, EST, February 21, 2019**.

Qualifications and pricing must be submitted in sealed envelopes, addressed to the Finance Office, and must be plainly marked in the lower left-hand corner, “Short-Term Rental Compliance Solutions – RFP P19-001.” Please provide one (1) original, (1) electronic copy on CD/Flash Drive and three (3) hard copies with your submittal.

Note: Bids will be opened at a public opening on the submission date and time noted in this RFP.

It is the bidder’s responsibility to ensure the bid is delivered by the due date, time and place prescribed. Bids received prior to the time of opening will be securely kept and unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening. Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, they may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the Town. The INCREASE or DECREASE in the bid price because

of the exception shall be stated within the stipulation. The Town may, at its discretion, accept or reject any or all exceptions.

Federal excise taxes and/or Rhode Island use taxes are not to be included in the bid.

The Town will execute exemption certificates if furnished by the bidder when submitting their invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the Town may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The Town reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the Town.

The Point of Contact for this package is:

Ms. Jennifer West
Town Clerk
(401) 683-2101
jwest@portsmouthri.com

NOTE: All bidders are responsible for insuring that no addenda have been added to the original bid package.

GENERAL CONDITIONS (if applicable)

1. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the Town.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than sixty (60) days from the deadline for submission of proposals.
3. The Town reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.

5. All original documents and drawings shall become the property of the Town after completion of the Service Provider's work.
6. The Town of Portsmouth intends to recommend award of a contract to the Town Council for the requested services within two (2) months of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a contract with the Town.
7. Awards will not be made to any person, firm or company in default of a contract with the Town, the State of Rhode Island or the Federal Government.
8. The Service Provider hereby agrees that it will assign to the Town of Portsmouth all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Town under this contract if so requested by the Town of Portsmouth.
9. Unless otherwise stated, invoices are to be submitted (to the Finance Office) in duplicate upon delivery of service to the Town. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.
11. Town is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000320. Please bill less these taxes.
12. The Town of Portsmouth's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract, for non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.
13. None of the services covered by the contract shall be assigned in full or in part or subcontracted without the prior approval of the Town.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the Town reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.
16. Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
18. If any of the GENERAL TERMS AND CONDITIONS are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the Town of Portsmouth shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
22. The Service Provider selected for this project shall procure and maintain the following types of insurance:
 - Statutory Workers' Compensation and Employer's Liability Insurance.
 - Professional Services Liability Insurance for errors and omissions (\$1,000,000 minimum).
 - Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

OVERVIEW

The Town of Portsmouth, Rhode Island (Town) invites RFPs from qualified, experienced persons or firms to provide short-term rental compliance solutions/services to the Town.

The Town of Portsmouth was founded in 1638 and is located on the northern end of Aquidneck Island in Narragansett Bay. Portsmouth's location, natural, cultural and historic resources are responsible for the growth of tourism in the Town. Portsmouth is visited annually by many tourists who attend special events and afford themselves access to its beautiful waterfronts and other attractions. Portsmouth's proximity to Newport, RI makes it a convenient location central to the Narragansett Bay area.

Although the Town has few hotels, inns, lodging houses and bed and breakfasts (B&Bs), in recent years there has been a significant increase in on-line rentals through hosting platforms like AirBnb and Home Away. The Town currently has no way to identify and ensure compliance with its short-term rental ordinance. Various state and local regulations exist depending on the type of rental that takes place.

The Town is seeking a vendor to provide solutions and/or services that identify short-term rentals initially and, on a go-forward basis, in a manner that will allow the Town to monitor compliance with tax and other regulations. Traditional hotels and room resellers are not part of the scope of services.

TOWN APPLICABLE LAW

Portsmouth's short-term rentals are currently governed by Town Ordinance #2018-04-09: <http://www.portsmouthri.com/DocumentCenter/View/2197/Short-Term-Rental-Ordinance-2018-04-09?bidId=>

QUALIFICATIONS

The proposer should have recent experience with providing similar type services to municipalities. Experience and qualifications must be detailed. Three references must be submitted with the proposal, and more are encouraged. The proposer should submit a preliminary plan as to how the services will be provided and a not-to-exceed cost for the services.

NOTE:

- On a separate attachment, list the officers of your corporation or principals of your LLC. Award cannot be made without written disclosure of company composition.
- Please provide any literature you feel may be necessary.
- All bidders are responsible for insuring that no addenda have been added to the original bid package.