

The RFP document states, "Additionally, the selected Service Provider will continue to monitor nightly rentals in greater Summit County". To clarify, does this mean that the previous provider will continue to provide services for Summit County, or does this expand the scope of this RFP to include the greater Summit County area?

We are not seeking the same services for Park City and greater Summit County, but two separated instances of the software, one for Park City and greater Summit County. Summit County would like monitoring of their nightly rentals only in order to assess primary residential exemption, while Park City is seeking monitoring and compliance (letter-sending) services. The service contract will be between the City and selected service provider.

Can you expand on what a "performance-based billing structure" looks like? What exactly does the City use to evaluate compliance?

A performance-based billing structure is an itemized invoice per property brought into compliance as demonstrated and submitted per month by the service provider.

How was the previous provider compensated?

The previous provider submitted a monthly invoice itemized by property brought into compliance.

What is the current compliance level for the City?

We currently have approximately 2300 currently individually licensed units/properties within City limits, and estimate there are about 1000-1500 unlicensed units/properties which are offering short-term rentals.

Since Utah cities are limited in their ability to bring properties into compliance by simply identifying advertisements as justification for a citation, how are citations justified currently? What other information is used?

Enforcement/citations are complaint-based meaning we only take action on violations when they are reported by members of the community. (We are prohibited by the State of Utah from proactively searching out un-licensed short-term rentals).

Is there a set budget for this project?

No.

Under "additive alternatives" there are requests for administering Nightly Rental business licenses, and separately administering all business licenses. Does this mean the non-Nightly Rental licenses will not be handled by the City, but by the chosen partner?

That is correct.

Is there a requirement that all proposing providers be registered with the City and licensed with the State prior to a selection being made?

Local and state registration and licensing are a requirement of a service provider but not prior to selection.

On page 3 of the RFP, last sentence of Part 4(D), it states "Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA." Is it the intent of the City that this waiver applies only after the disclosure(s) have been made after the complete application of Park City Municipal Code Title 5?

[re Pg 3 of the Cyber Agreement; not RFP] - the sentence speaks for itself. Proposer may suggest edits pursuant to IV(ix) of the RFP.

On page 4, Part 6 states that "the City at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project." Yet on page 3, Part 5, the RFP states that the Service Provider, any agent, employee or representative thereof shall be an independent contractor; and on page 8, Part 10(E), the "Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or subcontractors under this Agreement." And that the "Service Provider [further] warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions."

How does Part 6 not interfere and void the independent contractor status of the Service Provider and further and more seriously likely result in violations of United States and Utah nondiscrimination laws and codes?

Proposer may suggest edits pursuant to IV(ix) of the RFP.

Please explain why, in Part 7, on page 4, the Hold Harmless Indemnification has a limited waiver of immunity of the Service Provider as an employer under Utah Code Section 34-A-2-105, regarding the exclusive remedy against employers under workers' compensation, for actions of the City against a Service Provider employee since Service Provider is not obligated to hold the City harmless for the City's proportional share of negligence or the sole negligence of the City? Is the City amenable to striking the sentence beginning on line 15 and continuing after the following sentence ending on line 23?

Proposer may suggest edits pursuant to IV(ix) of the RFP.

On page 5, Part 8(A) references Utah Administrative Code R37-4-3. To us, the Code does not appear to have been updated in 2020 as required. Are you aware of an updated figure from 2020 or after?

Published rules/code speaks for itself:

<https://adminrules.utah.gov/public/search/R37-4-3/Current%20Rules>