



**REQUEST FOR PROPOSALS
RFP-20-27**

SHORT TERM RENTAL PROGRAM MANAGEMENT SERVICES

PROPOSAL DUE DATE:

THURSDAY, JANUARY 14, 2021 BY 10 AM OUR CLOCK

PROPOSALS MUST BE EMAILED TO:

BIDS@CI.WHEATRIDGE.CO.US

Phone: 303-235-2811

DOCUMENTS PREPARED BY:

ADMINISTRATIVE SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT DEPARTMENT
PURCHASING & CONTRACTING DIVISION

IMPORTANT: PLEASE READ ENTIRE DOCUMENT

Per the attached specifications, terms, and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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ATTACHED DOCUMENTS

CHAPTER 26 edits

CHAPTER 11 edits/outline

ADDENDUM (if applicable)

REQUEST FOR PROPOSALS
RFP-20-27
SHORT TERM RENTAL PROGRAM MANAGEMENT SERVICES

Project Overview/Scope: The City of Wheat Ridge is soliciting proposals for services to manage a Short Term Rental (STR) program upon the impending adoption of the City's first ordinance to regulate STRs by City Council (estimated adoption, early 2021). Program management may include the following components: listing identification, licensing, tax collection, auditing and customer hotline for code violation reporting and resolution.

Please visit the City website for any additional attachments: www.ci.wheatridge.co.us – Bids and Proposals tab

Deadline for Questions: Noon, January 6, 2021

Point of Contact: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us (email preferred method of communication) or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

Minimum Requirements: Consultant(s) must be qualified under state law and regulations, and the awarded firm must have a valid City Business/Use Tax license prior to starting the project. This service requires compliance with both the "Illegal Alien" provisions of CRS 8-17.5-101 and "Non-Discrimination Assurance" of Title VI Regulations at 49 CFR Part 21 (forms included in bid documents).

Interested consultants/firms must have experience and knowledge of short term rentals and customer friendly technology and processes to make the implementation of the program seamless for the customer and the City. Interested firms will be asked to demonstrate their capabilities through demonstrations to the selection panel.

Interested firms shall be licensed in the State of Colorado. Firms shall have adequate staff and expertise to begin work immediately following award of an Agreement.

Proposals Due: **THURSDAY, JANUARY 14, 2021 BY 10:00 AM OUR CLOCK. THERE IS NO PUBLIC OPENING AND BIDS MUST BE SUMMITTED ELECTRONICALLY.** Late receipt of bids will not be considered. It

Submit to: City of Wheat Ridge Municipal Building
Attn: Jennifer Nellis, CPPB
BIDS@CI.WHEATRIDGE.CO.US

The City only accepts proposals by email.

Label each pdf submittal and email subject with: **(Company Name) RFP-20-27 STR Proposal**, and/or **(Company Name) RFP-20-27 STR Fee Schedule**.

Comments: All proposals must be submitted as pdf files. No proposals will be accepted after the due date and time. Proposals received after the specified opening time will be filed unopened. The City reserves the right to reject any and all qualifications or any part, and to waive any formalities or informalities to make an award in the best interest of the City.

RFP Documents: Available on the City Website for project documents and updates: www.ci.wheatridge.co.us

Publish Dates: DECEMBER 23, 2020

Jennifer Nellis, Purchasing & Contracting Agent, CPPB

RFP-20-27
PROPOSAL REQUIREMENTS / SELECTION CRITERIA
STR PROGRAM MANAGEMENT SERVICES

Point of Contact: Jennifer Nellis, Purchasing & Contracting Agent, jnellis@ci.wheatridge.co.us or phone 303-235-2811. Do not contact the requesting department or any member of the selection committee.

I. INTRODUCTION

A. General Information

The City of Wheat Ridge (the “City”) Municipal Building is located in the northwest Denver metropolitan area at 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City’s area consists of about nine square miles of rolling land adjacent to the Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight Council members, an elected Mayor and a Council-Manager form of government.

The City of Wheat Ridge has never, until now, regulated STRs. STRs are defined as residential rental properties or partial properties that are advertised on hosting platforms for less than 30 days. City Council is currently considering an ordinance to amend the code to allow for the licensing and regulation of STRs in Wheat Ridge. Based on information found on marketplace facilitator sites such as VRBO and Airbnb, staff estimates the City currently has approximately 160 STRs operating, without regulation, in Wheat Ridge.

The draft ordinance components are included as attachments to this document. The draft ordinance is essentially two separate parts, Chapter 26 edits and Chapter 11 edits. There may be minor edits yet to Chapter 26, but nothing substantial. The Chapter 11 edits—licensing and administration—are further behind and likely won’t be reviewed by City Council until Jan/Feb. The final draft may be available as an amendment if time allows.

The City requests proposals from interested consultant(s) for managing the City’s STR program. While not all services may be selected, the City is interested in learning about all services the firm offers including (but not limited to):

- Address/listing identification
- Licensing
- Lodger’s tax collection
- Auditing
- Customer complaint hotline – code violation and resolution

The City has yet to determine whether the awarded consultant will report to one single staff member of the City, or to a team, as the interests of our Community Development, Police and Finance Departments/Divisions are all represented in this undertaking.

B. Term of Engagement

The selected firm should be available to begin work upon award. The ordinance will provide for a grace period during which the firm and staff must endeavor to license all STRs in Wheat Ridge to reach full compliance.

The contract term itself is for 3 years, with the option to renew for 2 additional 2-year terms, subject to annual budget allocation/approval, specific performance and reasonable annual cost as determined by the City.

II. STATEMENT OF WORK

A. Scope of Work

The City desires to hire a firm to provide STR program management services to implement new STR regulations in the City's code. The main goal of this program is to ensure that STRs, which exist in Wheat Ridge, operate in a way that is conducive to the neighborhood environment in which they are located. A major concern, and the reason for the new regulations, is the negative perception that STRs have in the City due to the prevalence of noise, trash, parking and other violations that produce a sense of unrest in the City's neighborhoods.

The City may not choose to purchase or utilize all of the functions outlined in the tasks below but would like to understand what features and services the firm provides. Applicants are asked to provide a breakdown of not only how the tasks can be accomplished but all services that could be provided including cost breakdown. If provided services can be selected as one-offs or if an entire package must be utilized, that information must be provided, as well.

TASK 1 – IDENTIFICATION OF AND OUTREACH TO STR PROPERTIES

- Identification of STR properties in the City of Wheat Ridge as determined by scans of various marketplace facilitators. Capability to search social media and other sites for potential listings is preferred.
- Create and maintain a comprehensive inventory of all short-term rentals in the City of Wheat Ridge. The list shall include, but not limited to, the following:
 - Listing URL,
 - Location address
 - Owner name and contact information
 - Property type
 - Room type to be in-line with the information that is requested on the STR Application
 - Whole house
 - Room or rooms within the house
 - Accessory dwelling unit (converted garage, mother-in-law suite, cottage etc.)/other, as allowed by City Ordinance
- Professional communications to each STR property owner inviting them to comply with the ordinance. Communication shall be branded "City of Wheat Ridge" and shall include several reminders to ensure swift compliance.
- Reporting, accessible to staff, including physical address identification, high resolution screen shots of active listings, full address and contact information for identifiable non-compliant STR listings.

TASK 2 – ONLINE LICENSE APPLICATION AND PAYMENT SYSTEM

- Communication sent to each STR property owner which directs the owner to apply for an STR license online
- User-friendly and streamlined application and payment processes that enable a property owner to apply and pay from a variety of devices
- Streamlined annual renewal process
- Ability to handle the majority of customer inquiries
- Applications sent to City staff for approval
- Upon approval from City staff, ability to send final license to property owner with instructions to post the license, in its entirety, on site
- In addition to allowing for a streamlined application and payment process, the database should also allow for the following:
 - Staff access to the database to search, correct, and append with additional information
 - Capability to export to GIS and other program formats used by the City (such as flat files)
 - City to own the data
 - Awarded service provider agrees to share all data gathered (upon termination) with a subsequent service provider in an easy to use file-transfer format

TASK 3 –COLLECTION AND AUDITING OF LODGER’S TAXES

The City of Wheat Ridge charges 10% lodger’s tax on accommodation for a duration of stay less than 30 days. The City does not currently receive lodger’s tax from marketplace facilitators such as Airbnb and so, at the time of this proposal, desires that the collection of STR lodger’s tax is completed through the STR program management process. The City will maintain the ability to collect directly from marketplace facilitators or directly from homeowners if desired.

Additionally, the City would like assistance in the collection of unpaid lodger’s taxes by property owners that do not come into compliance with the STR program.

Finally, the City would like the selected firm to conduct audits of tax filings to ensure accurate reporting and safeguard against revenue loss.

TASK 4 – CUSTOMER COMPLAINT HOTLINE – CODE VIOLATION REPORTING AND RESOLUTION

To preserve resources, the City desires the firm to provide services as follows:

- Complaint hotline or system for neighbors to report potential code violations, submitting evidence of violations as appropriate
- Hotline must be answered by an agent capable of understanding the potential violation and making a judgement as to whether or not it constitutes an emergency situation
- Hotline agent must then attempt to reach the STR’s emergency contact
- Hotline agent must be able to follow up with the emergency contact and the reporting party to ensure resolution
- Summary report of each incident sent to City representative
- Database must be accessible to staff to search, correct, and append with additional information

Additional Information Required

As a supplement to this information, all applicants must provide information on:

- how the software will be implemented,
- a training plan,
- technical documentation, and
- plans for software updates/troubleshooting.

III. PROPOSAL SUBMISSION, FORMAT AND EVALUATION CRITERIA

A. Proposal Submission

Note: Vendors are strongly encouraged to keep their proposals concise and brief. Vendors must limit the proposal to one (1) document 40 pages maximum (not including pricing). Submit pricing as a separate pdf.

Submit proposals to: **BIDS@ci.wheatridge.co.us**

Label each pdf submittal with (Company Name) RFP-20-27 STR Proposal, and/or (Company Name) RFP-20-27 STR Fee Schedule.

PROPOSAL DUE DATE: THURSDAY, JANUARY 14, 2021 BY 10:00 AM OUR CLOCK. NO EXCEPTIONS.

The City will not accept incomplete, late or corrupted files.

B. Proposal Format

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and—at a minimum—contain the requested information.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP. Indexes for each of the categories are preferred. Additional relevant information is encouraged, though proposals should not exceed 40 letter-sized pages in length.

If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Allison Lewis, via email: alewis@ci.wheatridge.co.us

Submit the following information in your proposal, in this order:

Signature Page and Forms

- a. Transmittal Letter
- b. Proposer Information and Addendum Acknowledgement
- c. Illegal Alien Form
- d. Non-Discrimination Assurance Form
- e. Non-Collusion Affidavit
- f. Technical Proposal
- g. Fee Schedule provided in separate pdf file

Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to perform STR program management services for the City in conformity with the requirements of this RFP.

As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify a schedule and program management approach that will meet the RFP requirements.

The Technical Proposal should address all the points outlined in the RFP and should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included, and represents the criteria against which the proposal will be evaluated:

1. Firm Qualifications and Experience

- The proposer should state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be assigned to the City.
- If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.
- The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with Federal or State regulatory bodies, or professional organizations.

2. Similar Engagements with Other Government Entities

- List the governmental agencies for whom the firm does similar work. These engagements should be ranked on the basis of similarity to the City of Wheat Ridge (33,000 population, approx. 160 STRs). Indicate the scope of work, dates, lessons learned and the name and telephone number of the principal client contact.

3. Approach

- Organization chart with employees specified for this program management engagement. Information shall include key personal that will remain with the City throughout the engagement. Responses shall include name, qualifications, role, area of expertise, and title.
- Describe experience in serving as an expert in this arena.
- Describe project approach for the requested services and submit a proposed schedule, including all milestones and deliverables that cover the full scope of work requested.
- Include samples of deliverables for each module including, but not necessarily limited to:
 - Description and capabilities
 - Samples of communications to STR property owners
 - Description of processes
 - Process for reconciling licensing and financial information with the City of Wheat Ridge
 - Metrics for success

4. Identification of Anticipated Potential Problems

- The proposal should identify and describe any anticipated potential problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

5. Report Format

Fee Schedule

The separate fee proposal should contain all pricing information relative to performing all the services as described in the RFP. Fees are to be broken out by module, as the City may choose not to contract for every task described here. The total all-inclusive annual maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.

The first page of the bid should include the following:

- Name of Firm
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.
- A total all-inclusive maximum price for one year of service

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposal evaluated and scored for both technical qualifications, program management approach and price.

1) Mandatory Elements

- a. The firm is independent and licensed to practice in Colorado.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- c. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

2) Technical Quality

a. Expertise and Experience (30%)

- The firm's past experience and past performance on comparable government engagements.
- The quality of the firm's professional personnel to be assigned to the engagement.
- The quality of the firm's management support personnel to be available for technical consultation.
- The degree to which the proposal meets or exceeds the terms of this RFP.
- List of key officials, office location(s) and contact information including telephone numbers and e-mail addresses

b. Approach (40%)

- Adequacy of proposed staffing plan for various segments of the engagement.
- Adequacy of the technology to support customer and City needs
- Ease of use of technology by property owners and City staff
- Demonstrated approach to achieving property owner compliance with City Ordinance
- Customer service

3) Fee Schedule (30%)

- COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF A FIRM
- The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price.
- Use bid forms provided with this RFP.

IV. SELECTION PROCESS

The City reserves the right to reject all proposals, or to reject any proposal in part or in whole, and to award to the most responsive and responsible firm as deemed in the best interest of the City. Omissions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-

responsive. However, the right is reserved to waive any formalities or informalities contained in this request for proposals.

The selection committee will request short-listed firms to conduct demonstrations of the firm's technology and oral presentations as part of the evaluation process. The committee may then request additional information or clarifications from proposers or to allow corrections of errors or omissions.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposing firm is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

The short-list process, if utilized, includes written notification to the short-listed firms, demonstrations by and interviews with firm members, reference checks on the top-ranked firm(s), and the negotiation of fees.

- 1) **Short List:** Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.
- 2) **Demonstrations and Oral Interviews:** It is anticipated that module demonstrations and oral interviews, if requested, will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview by virtual means. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm's previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.

3) **Demonstration and oral interviews will be scored as follows:**

- Software Demonstration and Attributes (30%)
- Team Expertise and Experience (25%)
- Approach (25%)
- Other (20%)

Demonstration and Interview scores will be combined with Proposal scores to determine award recommendation.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local, and by our clock. Proposals will be validated (stamped) with time and date upon receipt.

Event	Anticipated Date
RFP Issued	December 23, 2020
Inquiry Deadline	Noon, January 6, 2021
Final Addendum Issued	January 8, 2021
Proposal Due Date and Time	January 14, 2021 by 10 AM our clock
Short List	January 21, 2021
Interviews, if requested	January 29, 2021 (Time TBD)

VI. ADMINISTRATIVE AND OFFEROR INFORMATION

1) PROPOSAL OPENING, EVALUATION, AND AWARD

There is no public opening. Names of each proposer will be posted on the city website. Proposals will be examined after opening and will be evaluated on the basis of the evaluation criteria. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City and not necessarily on the basis of lowest price. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

2) SALES AND USE TAXES

Do not include sales or use tax in your proposal, as the City is exempt from City, County, State, and Federal sales and excise taxes.

3) PROPOSER QUALIFICATIONS

No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the City, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service bid upon and that they have the necessary financial resources to provide the proposed service.

4) RIGHT TO INVESTIGATE

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references, and interviews with former employees or creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

5) NO COMMITMENT BY THE CITY

This RFP does not commit the City to award any costs or to pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services. In acceptance of proposals, the City reserves the right to negotiate further with one or more of the firms as to any features of their proposals, and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

6) PROPOSAL REPRESENTATION

Each proposer must sign the proposal and shall give his or her full business address on the form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative.

7) ANTI COLLUSION CLAUSE

No officer or employee of the City, and no other public official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest—direct or indirect—in any contract or negotiation process thereof. The above compliance request will be part of all City contracts for this service.

8) INSURANCE

The successful proposer shall, during the term of this Agreement and until completion thereof, provide and maintain insurance coverage, including errors and omissions insurance, and shall furnish a certificate of insurance upon notification of award, and prior to performance.

The successful proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the City. Before commencing any performance under the Agreement, successful proposer

shall deliver to the City certificates of insurance issued by the insurance company and/or its duly authorized agents, pertaining to the aforementioned insurance and certifying that the policies stipulated are in full force and effect.

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation Including Occupational Disease Coverage & Employer's Liability	Statutory in conformance with the compensation laws of the State of Colorado a) \$500,000 per person b) \$500,000 per accident c) \$500,00 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Comprehensive Automobile	\$250,000 each person;
Professional Liability (errors and omissions)	\$1,000,000 each occurrence

***The City of Wheat Ridge shall be named as additional insured.
Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.***

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

Workers' Compensation Insurance

The firm shall provide workers' compensation insurance for all persons employed to perform work to be done under the contract, and assure that all workers will receive compensation for compensable injuries.

Professional Liability Insurance (Errors and Omissions)

Evidence of professional liability insurance will be required upon award of this project.

9) **LAWS AND REGULATIONS**

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout, as herein incorporated by reference.

10) **SUBCONTRACTING**

No portion of this proposal may be subcontracted without the prior written approval of the City.

11) **CONFLICT OF INTEREST**

No officer, employee, or member of City Council shall have a financial interest in the firm awarded auditing services—where such officer, employee or member of City Council exercises (directly or indirectly) any decision-making authority concerning such award, or has any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the City is prohibited.

12) **MODIFICATION OF AGREEMENT**

No modification of award shall be binding upon the City, unless made in writing and signed by authorized agents of both parties.

13) **CANCELLATION**

Either party may cancel the award in the event that a petition—either voluntary or involuntary—is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.

14) **TERMINATION OF AWARD FOR CAUSE**

If through any cause the successful proposer shall fail to fulfill in a timely and proper manner its obligations, or if the successful proposer shall violate any of the covenants, agreements, or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination—specifying the effective date of termination. In that event, all finished or unfinished services, reports, or other materials prepared by the successful proposer shall—at the option of the City—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials furnished.

Notwithstanding the above, the successful proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful proposer, and the City may withhold any payments to the successful vendor for the purpose of set-off, until such time as the exact amount of damages due the City from the successful proposer is determined.

15) **TERMINATION OF AWARD FOR CONVENIENCE**

The City may terminate the award at any time by giving written notice to the successful proposer of such termination (specifying the effective date thereof) at least thirty (30) working days before the effective date of such termination. In that event all finished or unfinished services, reports, materials(s) prepared or furnished by the successful proposer under the award shall—at the option of the City—become its property. If the award is terminated by the City as provided herein, the successful proposer will be paid an amount which bears the same ratio to the total compensation as the services actually performed or compensation previously made. If the award is terminated due to the fault of the successful proposer, termination of award for cause relative to termination shall apply.

16) **EQUAL OPPORTUNITY**

The successful firm will agree not to discriminate in matters of employment and compensation against any person otherwise qualified solely because of race, color, religion, creed, gender, sexual orientation, gender identity, age, national origin, ancestry, disability or any other characteristic protected by law.

It shall be a condition that any company, firm, or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the City.

17) **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this

project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

18) **COMMON LANGUAGE**

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The words “firm,” “bidder,” “vendor,” “contractor,” “consultant,” “respondent” and “proposer” refer to any person, partnership, corporation, or other entity.

19) **PROPRIETARY INFORMATION**

The evaluation committee will hold information provided by proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate as such in the proposal and on the appropriate proprietary or financial pages. All information included in any proposal that is of a proprietary nature must be **clearly** marked. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. An entire proposal shall not be considered proprietary, and may be disqualified if so marked.

20) **COMPETITIVENESS AND INTEGRITY**

The Purchasing Office maintains control of its internal and third-party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contract representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively, and shall result in rejection of the offending firm’s offer.

21) **PROPOSAL FORMAT**

All responses to this RFP shall use the proposer’s format, except for those pages which have blanks to be filled in by the respondent, or those pages marked for return with proposal. A proposal may be rejected by the City if the submitting firm fails to completely fill in all blanks for evaluation of the proposal, or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

22) **PROPOSAL REJECTION AND / OR PARTIAL ACCEPTANCE**

The City reserves the right to the following:

- Reject any and all proposals.
- Accept other than the lowest price.
- Waive minor defects or technicalities, formalities, and informalities.
- Accept in whole or in part such proposal where it is deemed advisable.
- Make an award on the basis of the apparent greatest benefit to the City.
- Reasonably alter the scope of work and RFP documents until a contract is executed.

23) **GOVERNING LAW**

The laws of the State of Colorado shall govern any contract executed between the successful firm and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of

Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado—more specifically, Jefferson County, Colorado.

24) **TAXES AND LICENSES BY THE AWARDED CONTRACTOR**

The contractor shall promptly pay—when they are due—all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement, and shall take out and keep current all required municipal, County, State or Federal licenses required to perform this work. Additionally, the contractor shall furnish the City—upon request—duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay—when due—all bills, debts, and obligations it incurs performing work under this agreement, and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

25) **OWNERSHIP OF CONTRACT PRODUCTS AND DATA**

All products produced from the awarded contract, and data obtained in the performance of the contract, shall be the sole property of the City.

26) **FUNDING**

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of this Section 2-4 of the Code of Laws. This contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1st of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.

27) **INDEMNIFICATION**

The firm agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property caused or sustained by any person or persons to the extent caused by the negligent performance or failure of the consultant to provide services pursuant to the terms of this agreement.

28) **INDEPENDENT CONTRACTOR**

The firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be—and remain at all times—employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any reason.

29) **EMPLOYMENT OF LABOR**

The firm shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The firm shall employ only competent persons to do the work, and whenever requested in writing by the City representative, the firm shall discharge any person who commits trespass or is, in the opinion of the City representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

30) **DUE DILIGENCE**

Due care and diligence has been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification, or for the failure on the part of the proposer in determining the full extent of exposure.

31) **DEBRIEFING**

After the project award has been made, vendors may contact the City Purchasing Agent to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

32) **SECURITY ACCESS CARDS**

The City will issue security access cards to assigned workers. It will be at the discretion of the City to determine if the access cards are issued specifically for each worker, or if a guest card will be issued.

33) **SAMPLE AGREEMENT**

A sample agreement is provided in the RFP documents for informational purposes only. Do not complete or enclose with your submitted proposal.

THANK YOU FOR YOUR INTEREST IN DOING BUSINESS WITH THE CITY OF WHEAT RIDGE



RFP-20-27
SHORT TERM RENTAL PROGRAM MANAGEMENT SERVICES
SAMPLE AGREEMENT, FOR REVIEW ONLY

THIS AGREEMENT made this _____ day of **MONTH, YEAR**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and _____ (company name _____, _____ (company address) _____, hereinafter referred to as the “Auditor” or “Contractor.”

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor shall serve as the City’s Short Term Rental (STR) Program Management provider and provide as a minimum all of the professional services required as per **RFP-20-27 SHORT TERM RENTAL PROGRAM MANAGEMENT SERVICES**, as more fully described in the Request for Proposal and Contractor’s response to the RFP incorporated herein by reference.

ARTICLE 2 – TERM

The work to be performed under this agreement shall commence promptly after receipt of a fully-executed copy of the agreement, to the extent that the Contractor has been authorized to proceed by the City.

THE TERM FOR THIS AGREEMENT IS THROUGH MONTH, DATE, YEAR (3 YEARS), WITH THE OPTION TO RENEW FOR TWO (2 ADDITIONAL TWO-YEAR PERIODS, AT THE SOLE DISCRETION OF THE CITY. If your firm has never performed work for the City, the initial term of the agreement may be six (6) months, at the sole discretion of the City.

At the end of each year, if the City deems the Contractor’s performance is acceptable and the pricing remains acceptable, as proposed, the agreement may continue with automatic renewals. The agreement may be automatically renewed if:

- The City fails to contact your firm prior to the end of the current term regarding the desire to renew.
- All pricing remains the same as proposed.
- The scope of work or specifications are not significantly changed or modified.

If at the end of each awarded term, the City desires to rebid or the Contractor’s performance is not acceptable, the City and Contractor may elect to continue the agreement on a month-to-month basis until the rebid process is complete.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided (or milestones achieved), and the Contractor shall accept a not-to-exceed amount of **(written dollar amount) _____, (\$ numerical dollar amount) _____** as full payment for such services _____.

A. Invoices by Task (or Milestone)

Invoices will be submitted _____ by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. The payment may be expedited by the user department and processed as a VISA transaction within two business days of City approval. The City may elect an alternative method of payment by the Treasurer's Office through proper accounting procedures. Payment is then made to the Contractor within thirty (30) days of receipt by ACH, or a check is mailed to the Contractor.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay Federal and State income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents, or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person—other than bona fide employees working solely for the Contractor—any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or any other considerations.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award, and prior to performance. Work shall not commence under this agreement until the Auditor has submitted to the City and received approval thereof, a certificate of insurance showing types and coverages of insurance, including errors and omissions insurance.

The successful proposer shall, during the term of this Agreement and until completion thereof, provide and maintain insurance coverage, including errors and omissions insurance, and shall furnish a certificate of insurance upon notification of award, and prior to performance.

The successful proposer shall affect the insurance policies in a company or companies and in a form satisfactory to the City. Before commencing any performance under the Agreement, successful proposer shall deliver to the City certificates of insurance issued by the insurance company and/or its duly authorized agents, pertaining to the aforementioned insurance and certifying that the policies stipulated are in full force and effect.

Type of Insurance	Minimum Limits of Liability
Standard Workers' Compensation Including Occupational Disease Coverage & Employer's Liability	Statutory in conformance with the compensation laws of the State of Colorado a) \$500,000 per person b) \$500,000 per accident c) \$500,00 each disease
Comprehensive General Liability Insurance	\$250,000 each person; \$1,000,000 each occurrence
Comprehensive Automobile	\$250,000 each person;
Professional Liability (errors and omissions)	\$1,000,000 each occurrence

***The City of Wheat Ridge shall be named as additional insured.
Insurance shall include provisions preventing cancellation without 30 days prior notice by
certified mail to the City.***

Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property caused or sustained by any person or persons to the extent caused by the negligent performance or failure of the Contractor to provide services pursuant to the terms of this agreement.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any qualified employee or applicant for employment solely because of race, color, religion, creed, gender, sexual orientation, gender identity, age, national origin, ancestry, disability or any other characteristic protected by law. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees, and ensure that employees are treated equally during employment, without regard to race, color, religion, creed, gender, sexual orientation, gender identity, age, national origin, ancestry, disability or any other characteristic protected by law. Such action shall include—but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training—including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

ARTICLE 9 – CHARTER, LAWS, AND ORDINANCES

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions—including, but not limited to re-procurement costs and insufficient or improper work.

The City and the Contractor agree that this agreement may be canceled for cause by either party, with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the agreement for its convenience, upon thirty (30) days written notice. In the event of such termination the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

ARTICLE 12 – NOTICES

Contact Information	City	Contractor
Name:		
Office Phone:		
Cell Phone:		
Email Address:		
Address:		
City, State, Zipcode		

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this agreement, and the contractor is responsible for all subcontracting arrangements, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

ARTICLE 14 – SEVERABILITY

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This agreement is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

Illegal Aliens – Public Contracts for Services

CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended:

The Contractor certifies that he shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(I). The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

ARTICLE 17 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

ARTICLE 18 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in two (2) copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

STEVE KIRKPATRICK, CITY CLERK

DATE

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

NAME

TITLE

DATE

OWNER:

**CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900**

BUD STARKER, MAYOR

CONTRACTOR:

**NAME
ADDRESS
CITY, STATE, ZIPCODE**

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE



RFP-20-27

SHORT TERM RENTAL PROGRAM MANAGEMENT SERVICES

PROPOSER INFORMATION AND ADDENDUM ACKNOWLEDGMENT

FEIN (Required) _____ DUNS # _____
Federal ID number

COMPANY NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIPCODE _____

PHONE _____ FAX _____

AUTHORIZED SIGNATURE _____
REQUIRED—DIGITAL OR IN INK

PRINTED NAME _____

TITLE _____ EMAIL _____

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 _____ #2 _____ #3 _____ #4 _____

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, fax 303-234-5924

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:

- 1) Has read the RFP documents thoroughly prior to submitting a proposal,
- 2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
- 3) Is capable of performing quality work to achieve the City objectives, and
- 4) Is submitting without collusion with any other individual or firm.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

**CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343**

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with an illegal alien to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with an illegal alien.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 20____

RFP NUMBER AND TITLE: _____

FIRM SUBMITTING PROPOSAL: _____
(print full legal name)

Authorized Signature: _____

Printed Name: _____

Attestation: (a corporate attestation is required)

BY: _____
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 20__

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

26-645: Short-Term Rentals

Short-term rentals, as defined in Section 26-123, are subject to the following requirements:

- A. *Licensing and Permitting Required.* It shall be unlawful for any person, as defined in Section 26-123, to offer or provide lodging in the form of a short-term rental within the City without having first obtained a short-term rental business license pursuant to Chapter 11, Article XIV of the code. Only owners of the affected real property may obtain short-term rental licenses.
- B. *Permitted locations:*
 1. Short-term rentals are permitted as primary or accessory uses in all residential, agricultural, commercial, and mixed-use zone districts, including planned development districts.
 2. Short-term rentals are prohibited in industrial zone districts including planned industrial developments.
- C. *Maximum number per short-term rental host:* A short-term rental host, as defined in Section 26-123 ("short-term rental host"), may operate a short-term rental in up to one (1) dwelling unit not occupied by the host, and in up to one (1) dwelling unit occupied by the host where a portion of the dwelling unit, such as a room or rooms, functions as a short-term rental, so long as the host continuously resides in the dwelling unit through the duration of the rental. This maximum shall apply to all types of dwelling units in all zone districts, except for the following:
 1. *Apartments and mixed use developments:* A short-term rental host, as the owner of an apartment or mixed-use development in the Mixed Use – Neighborhood (MU-N), Mixed Use – Commercial (MU-C) series, and Commercial-One (C-1) zone districts, may operate a maximum of four (4) dwelling units as short-term rentals within that development. For apartment and mixed-use developments with greater than forty (40) dwelling units in these zone districts, additional short-term rentals are permitted at a rate of five (5) percent of the total number of dwelling units, in addition to the four already permitted by this section. For the purposes of this subsection, an apartment or mixed-use development shall mean one or multiple contiguous properties under one ownership with one or more multifamily or mixed-use buildings.
 2. *Condominium developments:* For condominium developments (those which have a recorded condominium plat allowing for individually-owned dwelling units) in any zone district, each individual dwelling unit owner is eligible, as a short-term rental host, to operate a short-term rental as provided by subsection C of this section, provided that the maximum number of such rentals allowed by subsection C.1 is not exceeded in the development.
- D. *Requirements:*
 1. A short-term rental owner must obtain a short-term rental license pursuant to Chapter 11, Article XIV.
 2. A short-term rental must be located within a legal dwelling unit as defined in Section 26-123.
 3. The building or portion of building used as a short-term rental shall continuously meet the standards of all applicable International Residential and Building codes adopted or amended by the City of Wheat Ridge as set forth in Chapter 5 of the Code of Laws.
 4. Short-term rentals are prohibited in temporary structures and buildings or structures without a residential certificate of occupancy, including but not limited to: recreational vehicles, sheds, tents, and campers.

5. Short-term rentals are prohibited in deed-restricted affordable housing, income-restricted housing, age-restricted housing, and rent-stabilized or rent-controlled housing. A short-term rental host shall be required to attest to compliance with this provision as part of the registration process.
 6. If the property does not meet the minimum parking requirements in Section 26-501 for the zone district in which it is located, one (1) additional parking space per short-term rental is required to be installed prior to approval of a short-term rental license. A short-term rental host shall be required to attest to compliance with the parking requirements as part of the registration process.
- E. *Maximum number of short-term rentals per City Council district:*
1. There shall be a limit on total number of non-owner-occupied short-term rentals that are licensed in each city council district. The limit per council district shall be established by the community development director on an annual basis and shall be calculated as two (2) percent of the total number of units within single- and two-family dwellings in each district (single-family attached townhomes units shall be included in the total number of units). This restriction shall not apply to owner-occupied short-term rentals and shall not apply to short-term rentals in non-residential zone districts, including Mixed Use districts and Commercial zone districts.
 2. If the maximum number for any district is reached, any subsequent application shall be placed on a waiting list until such time that the total number of short-term rentals in that district falls under the maximum number allowed.

26-123 Proposed Definitions:

Short-term rental. A dwelling unit or portion thereof used for lodging accommodations for transient occupancy for a period of less than thirty (30) consecutive days.

Short-term rental host. Any person (as defined in this section), as owner of a residential property, who offers or provides lodging in a short-term rental.

26-123 Changed Definitions (to be consistent with terms/durations used above and in other parts of the City Code):

Hotel/motel. A building containing ~~sixteen (16)~~ or more transient guest rooms **for transient occupancy** in which lodging for compensation is provided, with or without meals, **for a period of less than thirty (30) consecutive days.**

Rooming/boarding. An accessory use to a dwelling, where in addition to a family, as defined herein, not more than two (2) persons not related to the family are provided lodging ~~and meals~~ for compensation, **with or without meals.** either paid directly or indirectly, and on a contract basis for not less than ~~seven (7)~~ **thirty (30)** days.

26-204: changes to the use chart to include STRs as permitted and accessory uses

Chapter 11 Revisions – Outline

Definitions – new definitions to match those added in Chapter 26

Objective: Require license for STRs. One license is required (a Short-Term Rental Business License) which will parallel the City’s existing business license framework with additional requirements specific to STRs.

Application Materials:

- Emergency contact capable of responding to property within 60 minutes
- Self-Certifications:
 - Smoke detector, carbon monoxide detector, and fire extinguisher
 - Adequate egress from dwelling unit
 - Property is not deed-restricted affordable housing, income-restricted housing, age-restricted housing, and/or rent-stabilized/controlled housing
 - Property meets the parking requirements for the underlying zone district; City staff to confirm
- Proof of ownership and insurance
- Description of the space intended to be used as an STR including whether the property will be owner-occupied or non-owner occupied (refer to Chapter 26 revisions for those allowances)

Prior to approval, City staff will confirm the property is eligible to be an STR under Sec. 26-645, including that it is within the percentage limitations if the cap applies to this STR.

City to assess license fee if license is approved; exact amount TBD (estimated \$200), plus City has ability to assess existing Lodger’s Tax on STRs.

Advertisement/Rental requirements:

- License number included in any advertisement, including online listing platforms
- May not promote use of cannabis or other controlled substances on the property
- May not rent to a person under the age of 21
- May not rent to multiple groups for use of one STR – to prevent “dorm style” STRs

Notice and Posting:

- STR host required to notify adjacent property owners within 7 days of license issuance that an STR was approved for the property, and to include emergency contact information
- Copy of STR license and emergency contact information to be posted within STR area

License/Enforcement/Renewal Details:

- License cannot be transferred to another person or property, and does not carry over if a property with an STR is sold
- STR is legal responsibility of the host (i.e. owner of the property) and host agrees to accept notice of violation in person, by posting, or mailed notice
- City retains the right to conduct inspections of the property at any time upon proper notice to determine compliance with the ordinance

- City (via City Treasurer) may suspend or revoke licenses pursuant to existing framework for business licenses (Sec. 11-30 through 32), and/or for violations specific to STR ordinance.
- Renewal is required annually and shall include updated emergency contact information (if applicable) and current insurance
 - City has right to review any violations incurred over past year
 - License fee due at time of renewal
- Failure to register: City Council requested a 1-year waiting period for STR hosts that fail to register within 6 months of the ordinance approval date, and possibly if the City repeatedly contacts the host requesting them to register. Details of this provision are still being worked out, but the idea is that someone would be prevented from operating or applying for a license until the 1-year waiting period is over.