



Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
COVER SHEET**

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|--|---|
| Date:                                      | November 1, 2007  |
| Proposal Number:                           | 07-64   |
| Proposal Title:                            | <b>Banking Services</b>   |
| Pre-Solicitation Meeting:                  | <b>November 15, 2007 @ 1:00 a.m. in the West Hearing Room @ 5334 S. Prince St.</b>  |
| Proposal will be received until:           | November 29, 2007, 2:00 p.m., local time at 5334 S. Prince St., Room 480  |
| Services to be performed at:               | Arapahoe County Treasurer's Office  |
| For additional information please contact: | Keith I. Ashby, CPPO, Purchasing Manager<br>303 795-4435  |
| Email Address:                             | kashby@co.arapahoe.co.us  |
| Documents included in this package:        | Request for Proposal Cover Sheet<br>General Terms and Conditions<br>Special Terms and Conditions<br>Specification Form<br>Pricing Form<br>Submission Form<br>Agreement for Services |

If any of the documents listed above are missing from this package, they may be picked up at 5334 S. Prince St., Room 480. If you require additional information, call Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

**PRINT OR TYPE YOUR INFORMATION**

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
GENERAL TERMS AND CONDITIONS**

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**I. APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to Arapahoe County (hereinafter referred to as "County") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

**II. CONTENTS OF OFFER**

**A. GENERAL CONDITIONS.** Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the County or the compensation to the Vendor.
2. Vendors are advised that all County contracts are subject to all legal requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. Vendors are required to state exactly what they intend to furnish to the County via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor's Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.
4. Arapahoe County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County's request.
5. All Offers and other materials submitted in response to this Solicitation shall become the property of Arapahoe County. Information that is considered proprietary should be marked as such and will be returned to the Vendor(s) after the award is made.

**B. INSURANCE.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 4 of Exhibit A.

1. Contractor agrees to procure and maintain, at its own expense, for all work covered by this

Agreement, the following policies of insurance:

- a. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement:

Worker's Compensation

|                           |           |
|---------------------------|-----------|
| Each accident             | Statutory |
| Each employee for disease | Statutory |

Contractor shall comply with the requirements of the Worker's Compensation Act of Colorado and shall provide Worker's Compensation Insurance to protect the Contractor from and against any and all Worker's Compensation claims arising from performance of work under the Agreement. The requirements of this provision shall apply to the Contractor and to all subcontractors.

- b. Commercial General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of the Contractor all sums which the Contractor shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.
- c. Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. Commercial Automobile Liability insurance must cover the Contractor for all sums which the Contractor shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence. This insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on and off the work site, and must include non-ownership and hired cars coverage.
- d. If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage as specified in Section 5 of Exhibit A, and for two years beyond the completion of all services under this agreement.
  - (1) The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
  - (2) The policies required above shall be primary insurance, and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
  - (3) The Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the County, and its elected officials, officers, employees and agents as additional insureds. When Worker's Compensation and Professional Liability are required a certificate should be provided as evidence of such coverage. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or a material change to the policies.

- (4) The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- (5) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which County may immediately terminate this Agreement, or at its discretion, County may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Contractor to County upon demand, or County may offset the cost of the premiums against any monies due to Contractor from County.
- (6) The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

#### C. INSURANCE CERTIFICATES

1. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.
2. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.
3. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at its own expense until completion of its work and acceptance thereof by the County, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the County with a certificate giving evidence that it is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without thirty (30) days prior notice to the County in writing.

#### D. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.
2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the County's Purchasing Manager. The Vendor submitting the request shall be responsible for ensuring that the request is received by the County at least five calendar days prior to the scheduled Solicitation opening.

**Any official interpretation of this Solicitation must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.**

The County shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. A copy of such addenda will be mailed or distributed via facsimile transmission to each Vendor receiving the Solicitation. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

#### E. PRICES CONTAINED IN OFFER-DISCOUNTS, TAXES, COLLUSION

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award. Vendors are encouraged to provide their prompt payment terms in the space provided on the Solicitation's Specification and Pricing Form. If no prompt payment discount is being offered, the Vendor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Vendor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.
2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

Federal Identification Number 84-6000740  
State of Colorado Tax Exempt Number 98-04527-0000

3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the County. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

### III. PREPARATION AND SUBMISSION OF OFFER

#### A. PREPARATION

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed **in blue ink** by the authorized agent of the Vendor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer may be invalid and may not be considered.**
3. Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification's Special Terms and Conditions.
5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

## B. SUBMISSION

1. The Offer shall be sealed in an envelope with the vendor's name and the solicitation number on the outside. The County's Specification and Pricing form, which is attached to this Solicitation, must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the County. No other form shall be accepted.
2. Offers submitted via facsimile machines will not be accepted.
3. Vendors, which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such, alternate terms and conditions in their Offers. The County reserves the right to declare Vendors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

C. LATE OFFERS. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor.

## D. VENDOR APPLICATION AND RETENTION ON VENDOR LIST

1. All Vendors are required to have a current vendor application on file with the County's Purchasing Division prior to issuance of any Purchase Order or Notice of Award. It is the Vendor's responsibility to update its application with new addresses, telephone numbers, contact persons, and a listing of commodities and services provided by the Vendor.

Vendors may register themselves online by visiting <http://www.govbids.com>, then click on the link to the Rocky Mountain E-Purchasing System (RMEPS). The County (along with the other participating agencies shown on the Rocky Mountain System), posts all bids, quotes, amendments and award information on this website. If you need assistance when registering, or do not have Internet access, please contact BidNet<sup>®</sup> at 1-800-677-1997, ext #214. BidNet provides all technical and customer support for the RMEPS system and will be happy to assist you.

2. Once you are registered in the Rocky Mountain database you are automatically placed on the County's vendor list. You will continue to receive Solicitation notifications for the commodities your firm has specified.
3. Vendors may view and print all formal solicitations and amendments online. Under no circumstances, however, will the County accept Offers for formal solicitations submitted via facsimile machines.
4. For those vendors that opt to register for the automatic notification service of e-mail, the County (along with all other participating agencies on the Rocky Mountain System), will also notify your company of new quotes (purchases less than \$25,000), for the commodities your firm has specified. Vendors may respond to quotes either online.

## IV. MODIFICATION OR WITHDRAWAL OF OFFERS

A. MODIFICATIONS TO OFFERS. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the County's Purchasing Division must have the Vendor's name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

## B. WITHDRAWAL OF OFFERS

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety-day period, the County may, at its option, suspend the Vendor from the vendor list and may not accept any Offer from the Vendor for a six-month period following the withdrawal.

**V. REJECTION OF OFFERS**

A. REJECTION OF OFFERS. The County may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
2. Re-advertise this Solicitation;
3. Postpone or cancel the process;
4. Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the County.

B. REJECTION OF A PARTICULAR OFFER. In addition to any reason identified in subsection A above, the County may reject an Offer under any of the following conditions:

1. The Vendor misstates or conceals any material fact in its Offer;
2. The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications; or
5. The Offer has not been executed by the Vendor through an authorized signature on the Specification's Cover Sheet.

C. ELIMINATION FROM CONSIDERATION

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the County upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the County.
2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the County, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

**VI. AWARD OF SOLICITATION.** The County shall award the solicitation to the successful Vendor through the issuance of a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Purchase Order or Notice of Award are collectively an integral part of any agreement between Arapahoe County and the successful Vendor. Accordingly, these documents shall be incorporated into a separate contract for services or a Purchase Order. No services shall be provided until the Agreement for Services has been signed by the County and no products shall be provided until the Purchase Order has been signed by the Vendor.

**VII. APPEAL OF AWARD.** Solicitations are awarded based on several conditions, price being just one of the elements. Please check the Solicitation's Special Terms and Conditions to see what elements the award will be based on. Vendors may appeal by submitting, **in writing**, a request for

reconsideration to the County's Purchasing Manager within 72 hours after the Notice of Award is posted on the Rocky Mountain E-Procurement System, provided that the appeal is sought by the Vendor prior to the County finalizing a contract with the selected Vendor.

#### **VIII. CONTRACTUAL OBLIGATIONS**

- A. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS.** Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. **DISPOSITION.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the County.
- C. **EMPLOYEES.** All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the County. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. In accordance with the County's policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on County property.
- D. **DELIVERY.** Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the County upon inspection and acceptance by the County at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the County reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the County shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort
- E. **MATERIAL PRICED INCORRECTLY.** As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- F. **ILLEGAL ALIENS.** As required by C.R.S. Section 8-17.5-102, the Contractor certifies and agrees as follows:
- (1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.
  - (2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
  - (3) The Contractor has verified or attempted to verify through participation in the "Basic Pilot Program, which is an employment eligibility confirmation program through the U.S. Department of Homeland Security and the Social Security Administration, that the Contractor does not employ any illegal aliens; however, if the Contractor is not accepted into the "Basic Pilot Program" prior to entering into this Agreement, Contractor shall apply to participate in the "Basic Pilot Program" every three months until the Contractor is accepted or this Agreement has been completed, whichever is earlier. (For information on applying to the "Basic Pilot Program," the Contractor may log on to <https://www.vis-dhs.com/employerregistration>). Notwithstanding the foregoing, compliance with this subsection is not required if the "Basic Pilot Program" is discontinued, if the Contractor does not employ any employees or if the Contractor is a governmental entity.

(4) The Contractor shall not use the "Basic Pilot Program" procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. Section 8-17.5-101(5).

(7) If the Contractor violates any of the provisions of this section the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

**IX. MODIFICATIONS TO EXISTING CONTRACT.** Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the County and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the County and the Vendor prior to the enactment of such modifications.

**X. TERMINATION OF CONTRACT**

- A. The County may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the County as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The County shall be the sole judge of non-performance.
- B. The County may cancel the contract upon thirty days written notice for reason other than cause. This may include the County's inability to continue with the contract due to the elimination or reduction of funding.



Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
SPECIAL TERMS AND CONDITIONS**

**SUBMISSION OF OFFERS:** The original Proposal must be received before the due date and time as specified in this solicitation. The Vendor is responsible for addressing the envelope as indicated below. If the solicitation arrives late, it will be returned unopened. Address the envelope as follows:

Arapahoe County  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, CO 80120

ATTN: Keith I. Ashby, CPPO  
Purchasing Manager  
RFP 07-64

**SCHEDULE OF ACTIVITIES:** The following activities and dates are just a tentative outline of the process to be used to solicit vendor responses and to evaluate each vendor proposal.

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| November 1, 2007.....               | Issue Request for Proposal        |
| November 15, 2007.....              | Pre-proposal conference           |
| November 15, 2007 (4:30 p.m.) ..... | Deadline for submitting questions |
| November 29, 2007 .....             | Proposal submittal deadline       |
| December 17, 2007 .....             | Award contract                    |

**PURPOSE: TO ESTABLISH A CONTRACT FOR SERVICES:** The purpose of this Solicitation is to seek competitive proposals from banking institutions, as specified herein, that will give prompt and efficient service to the County.

**PRE-BID/PROPOSAL CONFERENCE IS RECOMMENDED:** A pre-bid/proposal conference will be held on November 15, 2007 at 1:00 p.m. at 5334 South Prince St, Littleton, Colorado in West Hearing Room to discuss the Specifications. A representative of the Vendor is encouraged to attend this conference in order to become familiar with the Specifications

**RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax or e-mail, to Keith Ashby, CPPO, Purchasing Manager, Purchasing Division, Arapahoe County, fax number (303) 738-7929, e-mail to kashby@co.arapahoe.co.us The vendor submitting the question(s) shall be responsible for ensuring that the question(s) is received by the buyer by the date listed above in the schedule of activities for submitting the question(s).

Any official interpretation of this Solicitation must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

**PROFILE OF ARAPAHOE COUNTY:** Arapahoe County was the first county in State of Colorado and has the fourth largest county population in the State with approximately 539,000 residents. Arapahoe County spans 850 square miles and comprises most of the southeastern portion of the Denver metro area. Arapahoe County has 1,800 employees and a \$333.2 million dollar budget. The western part of the County is mostly urban with residential, retail, office and industrial areas, while the eastern portion is relatively rural. Littleton, along with Sheridan, Englewood, Aurora, Foxfield, Glendale, Cherry Hills Village,

Columbine Valley, Deer Trail, Bow Mar, Greenwood Village, Centennial, and Bennett make up the 13 incorporated communities of Arapahoe County. A five member Board of County Commissioners governs Arapahoe County. The Commissioners, along with the County Clerk and Recorder, Assessor, Treasurer, Sheriff, Coroner and District Attorney are elected by voters to administer County services.

**TERM OF CONTRACT:** This contract shall commence on January 1, 2008 and shall remain in effect through December 31, 2008.

**OPTION TO RENEW FOR SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the County shall have the option to renew the contract for subsequent one year periods, provided, however, that the Vendor will maintain the same prices or discounts that were awarded during the initial contract. The optional renewal periods shall not exceed three years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**COMPETENCY OF VENDORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Vendor's facility may be made prior to award of contract. Responses will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation for a minimum period of five (5) years prior to the date of this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interests of the County.

**QUALIFICATIONS OF BIDDER:** The County may make such investigations as deemed necessary to determine the ability of the Bidder to perform work, and the Bidder shall furnish all information and data for this purpose as the County requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**INDEMNIFICATION OF COUNTY BY SUCCESSFUL VENDOR:** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or awards, including costs, expenses and attorney fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the County discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND ORAL PRESENTATION:** It is the intent of the County to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the County's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses in two phases. In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Vendors. Evaluation will be based on the following criteria:

- Overall responsiveness to the RFP
- Availability of automated banking services (Firm's approach toward technology and services)
- Firm experience
- Personnel assigned
- Project approach
- References
- Cost of services

In the second phase, the Committee will invite a limited number of Vendors who received the highest scores during phase one to provide an oral presentation. The number of Vendors who are invited to provide an oral presentation will be determined by the Committee after the written Responses have been scored. The evaluative score from the oral presentation will be added to the score from the written Response to determine the awarded Vendor.

The County reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the County will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

**ELIGIBILITY OF VENDORS - MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED:** Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Solicitations will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the County. The County reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the County) in making the award in the best interest of the County.

**LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Vendor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

**EQUAL OPPORTUNITY:** Arapahoe County intends and expects that the contracting processes of the County and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide

goods and services in connection with performance of the contract. **Joint ventures are encouraged.** The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the County upon the County's request.

**ADDENDUMS:** Vendor is responsible for obtaining and acknowledging all subsequent addendums via BidNet. Failure to submit subsequent addendum(s) shall deem the vendor non-responsive.

**SUBMISSION OF OFFERS:** An **ORIGINAL** and **SIX (6)** copies of each Proposal must be received at the time and place specified in this Solicitation. Failure to submit the required number of copies may deem the vendor non-responsive.

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Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
SPECIFICATION AND PRICING FORM**

**I. INTRODUCTION**

Arapahoe County (the County) is seeking responses from qualified and experienced financial institutions (hereinafter referred to as “Banks”) to provide services as the primary depository for public funds of the County.

**II. COUNTY BACKGROUND AND DESCRIPTION**

**A. General**

Arapahoe County spans 806 square miles. The western portion of the County is mostly urban with residential, retail, office and industrial areas, while the eastern portion is mostly rural. Littleton, the County seat, along with Sheridan, Englewood, Aurora, Foxfield, Glendale, Cherry Hills Village, Columbine Valley, Deer Trail, Bow Mar, Greenwood Village, Centennial, and Bennett make up the 13 incorporated communities of Arapahoe County. There are nine school districts within the County and 163 local improvement and service districts. Within the County, these special districts provide Arapahoe County residents with a variety of attractive residential choices, excellent parks, greenbelts and trail systems, and public utilities, including water, storm water and sanitation services.

The County is governed by an elected Board - the five-member Board of County Commissioners. The Board oversees the County by serving as an administrative and policy-making body. The Board approves the budget, hires staff, oversees land-use planning and development and administers county services. The County’s 2007 expenditures budget is \$333,171,407.

Currently, the County has 17 accounts with that number expected to increase to between 20 and 25 as a combination of sub-accounts, ZBA accounts, and individual deposit accounts. The combined total average monthly bank balance is \$45 million with an annual cash flow of more than \$1 billion. Maturing investments will be deposited into the concentration account. The investment portfolio has an average balance of \$2 million.

The County employs 1,729 employees who are charged with providing services to the citizens of Arapahoe County. Seventeen departments make up the County structure. Many of the services provided by County employees are required pursuant to state and federal law.

**B. Organization of the County Treasurer’s Office**

The County Treasurer has responsibility for the tax billing, receipt, and disbursement of all tax proceeds received by the County, including those collected for and distributed to other taxing jurisdictions. The County Treasurer is responsible for the receipt and deposit of all public funds of the County with designated depositories and the verification of all collateral for those deposits. The County Treasurer’s Office is headed by the County Treasurer, who is an elected official. The responsibility for all County idle public funds lies under the authority of the Treasurer. Duties associated with this authority include, but are not limited to, creation and reconciliation of bank accounts, fund transfers, collateralization of accounts, maintaining escrow accounts, and communication with banking representatives. The County Treasurer is also responsible for oversight of the financial activities of the cash manager as all transactions require the approval of the County Treasurer.

### **C. Organization of the County's Finance Department**

The Finance Department is headed by the Finance Director who reports to the Board County Commissioners. The Finance Director's duties include, but are not limited to: organizing and monitoring of the budget as directed by the Board, accounting for all financial transactions, preparing annual financial statements, debt issuance and service, accounts payable, payroll, sales tax monitoring, and purchasing functions. Reporting to the Finance Director are the Accounting Division, the Budget Division, and the Purchasing Division. In performing its duties, the Finance Department works very closely with the County Treasurer's Office.

### **D. Banking and Investment Practices**

The County's principal investment objectives are:

- Preservation of capital and protection of investment principal;
- Maintenance of sufficient liquidity to meet anticipated cash flows;
- Attainment of a market rate return;
- Diversification to avoid incurring unreasonable market risks; and
- Conformance with all applicable County policies, State status and Federal regulations.

## **III. SCOPE OF SERVICES AND REQUIREMENTS**

### **A. General**

Through this Request for Proposal, Arapahoe County anticipates establishing a contract relationship with one Bank, which will act as the primary depository for the County and provide to the County a full service banking capability. The selected Bank will contract with the Board of County Commissioners, but will provide services to the County primarily through the Office of the County Treasurer with assistance to the Office of Financial Management. The responsible County official under any banking services contracts awarded under this RFP will primarily be the County Treasurer with the assistance of the Finance Director.

In general, it is the intent of the County Treasurer to establish and operate a system of banking practices which will provide for:

- (1) the immediate, secure deposit and transfer of funds into service accounts;
- (2) the availability of funds for investment purposes and to meet obligations of the County;
- (3) the accurate and satisfactory collateralization of all funds;
- (4) the immediate and adequate accounting for all funds; and
- (5) the compliance with all applicable laws, rules, and regulations of federal, state, and local governing entities.

In addition, it is the intent of the County to operate the system so that the float is eliminated to the maximum to the extent possible from all accounts operating as part of the system. The accounts which are part of the system shall be operated to accomplish those objectives.

### **B. Minimum Primary Depository Criteria**

The awarded bank must pledge portfolio securities as collateral on the County's demand deposits. The County requires that such collateral be equal to or greater than 102% of the market value of such deposits in general.

The awarded bank must have the capability to send a BAI formatted file that has been PGP encrypted to a FTP server on our network. The file needs to be formatted in the BAI (Bank Administration Institute) standard. The file needs to be transferred to our FTP server in an encrypted state with a consistent naming convention. The file needs to be transferred from a host with a static IP address.

The file of the previous day's business is expected daily, Monday through Friday, bank holidays excepted. The file may be sent to our FTP server 24 hours per day, seven days a week.

The bank must be able to receive and process Positive Pay files of Void and Issued checks in a mutually acceptable format. Files will be PGP encrypted and FTP'd to the bank for processing.

### C. Accounts Required

What follows is a description of the major required accounts. It is recognized that the structure and number of accounts may vary when a Banking Services Contract is negotiated. The County Treasurer also reserves the right to alter the structure and number of accounts during the life of the Contract. The bank's RFP response and pricing proposal, however, should be based on the account structure presented in the RFP. Should the County and the bank mutually agree to a structure that differs from the RFP, is agreed that adjusted pricing will be commensurate with the value of services used. It is further agreed that the source of unit pricing for new services not specifically requested in this RFP will be the bank's most recently published price list for cash management services, or a mutually negotiated and agreed upon price.

1. **Pool Receiving ("concentration") Account-** This account pools all County funds that can be legally merged. This account serves as a concentration and funding account for zero balance accounts (ZBA) and should sweep or transfer necessary balances to appropriate ZBA accounts, Colotrust, fund accounts and CSafe. It also receives deposits of interest payments and maturing investments, departmental, and agency deposits. This account should also have sub-accounts to separate the individual department deposits and the ability to attach unique identifiers to each deposit and deposit receipt. The available balance in this account should earn interest daily at a market rate of return.
2. **Accounts Payable Account-** All vendors and County employee reimbursements and suppliers are paid through this account. The majority of the payments are made via warrant with some ACH and wire transfer transactions. On average approximately 2,000 checks and warrants are issued monthly, and a positive pay file is generated and FTP'd to the bank daily. Also, full reconciliation services are required (electronically or tape), as are daily statements.
3. **Payroll Account-** This account is for the disbursement of all County employees' payroll by warrant or electronic deposit. On average, 2,000 payments are processed each month. A positive pay file is generated and FTP'd to the bank on a monthly basis. Full reconciliation services are required along with a monthly BAI upload file. The available balance in this account should earn interest daily at a market rate of return.
4. **ACH Account-** Individual sub accounts of the concentration account will be needed for each ACH account. These sub accounts will need to be recorded on separate statements. File transfers will be in NACHA or comma delimited file format with confirmations. These files should have pre-notes and unique Co ID per ACH debit account. Timing of ACH cutoff is 6pm MST for mandatory monthly tax disbursements.
5. **Intermediary Account -** This account can be separate or a sub account of the concentration account. It will be used as a holding account to sweep funds between investments and ZBA accounts. The account will earn interest at a daily market rate of return or have an overnight sweep into a higher yield account.

## **D. Services Required**

The banking services required by the County are discussed below. The Bank's ability to perform the services and any exceptions to the stipulations set forth should be addressed in the proposal. If the Bank wishes, it may elaborate on or discuss alternative proposals for services required.

1. **Deposit Services-** Funds collected daily by the various County departments and offices will be deposited directly into the Pooled Receiving Account. The total funds deposited into these accounts will be available to the County Treasurer when collected funds are available to the bank, or as published in the bank's corporate availability schedule.

The bank shall be required to process all items deposited without holdover to the next day, or it shall guarantee that ledger and availability credit will be granted as if there had been no processing delay or holdover to the next day, or it shall guarantee that ledger and availability credit will be granted as if there had been no processing delay or holdover, assuming deposit is delivered by the cutoff time.

2. **Check Clearing and Availability-**

Payments will be processed by Check 21, ACH and physical check. The bank will be required to process all items and make funds available once payments have cleared with no holdover to the next day.

3. **ATM Service**

The bank will provide automatic teller machines at all county motor vehicle offices. All fees associated with the machines must be identified before set up. Currently the County has three (3) motor vehicle offices.

4. **Courier Services**

If the bank has in-house courier services, deposits will be credited to day of pick-up. Courier services will be determined by the County, but it is anticipated that daily pickups will occur from seven (7) sites throughout the County.

5. **Check 21**

The bank will be compliant with the Check Clearing for the 21<sup>st</sup> Century Act, (Check 21).

6. **Check Imaging**

All check imaging services shall be made available including point of purchase (desk top) check conversion.

**Content of the Proposal:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Bank's ability to perform the requirements of this RFP to include the following aspects.

1. Description of Services that will be provided by the institution and how the relationship will be managed including:
  - a. Name, mailing address, e-mail address, telephone, and fax number of the primary and managing location.
  - b. State why your institution is well-qualified to provide the services to the County outlined in the General Description above to include the size of the bank, size of the proposed relationship staff, and the location of the office from which this work will be performed.
  - c. Provide specific descriptions of experience of the bank in providing these services to entities similar in size and nature of services required by the County. Contacts shall be those who have personal knowledge of your Bank's performance for this requirement.

- d. Provide references from at least five (5) entities to which the Bank has provided other banking services similar to those outlined in the RFP, to include names, addresses, phone numbers, and history of the relationship.
  - e. What is the earnings credit rate and how is it calculated? Please provide a six-month history.
  - f. How are daylight overdrafts and uncollected funds handled, including NSF checks?
  - g. Recommend innovative services that your bank can provide that other institutions may not be able to furnish.
2. Staff Qualifications and Experience: The bank should describe the manner in which it will organize its resources to provide customer services to include:
- a. Identifying and providing resumes of individuals who will be assigned to manage these services on a day-to-day basis to include:
    - i. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
    - ii. Identify the assigned individual's position within the bank and the degree to which they will be able to commit the firm's resources and services.
  - b. Identifying and providing resumes of individuals who will be assigned to work on the project to include:
    - i. Identify at a minimum: the person's name, education, position, and total years and types of experience relevant to the performance of the agreement.
    - ii. Identify the staff roles and responsibilities, and how these individuals will work with other members of the team.
  - c. Describe the manner in which key team members will be replaced and how this will be communicated and managed with the County.
3. Financial/Pricing Proposal:
- a. A total fee for the described banking services.
  - b. Total fees should include all charges directly relating to the services required under the contract and all out-of-pocket expenses, for related services if any. The County is not liable for any additional expenses not included in the proposed total fees.
  - c. As a tax-exempt entity, the County is not liable for any sales or other excise tax on the service rendered.
  - d. Provide explanation of how fees can be reduced by maintaining a PEG balance, sweep account, or other options and the advantages and disadvantages of different day-end balance structures.



Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
PRICING FORM**

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**I. PRICING**

Please provide the cost of all your banking services that would be charged to the County under this contract. That pricing must be included with your response in a separate sealed envelope.

**Identify any additional equipment and/or costs.**

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Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado 80120

**REQUEST FOR PROPOSAL  
SUBMISSION FORM**

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street  
Room 480  
Littleton, CO 80120

Attn: Keith I. Ashby, CPPO  
Purchasing Manager  
RFP-07-64

Does your offer comply with all the terms and conditions? If no, indicate exceptions. YES / NO

Does your offer meet or exceed all specifications? If no, indicate exceptions. YES / NO

May any member of the MAPO Cooperative avail itself of this contract and purchase any and all items specified? YES / NO

State percentage of prompt payment discount, if offered. \_\_\_\_\_ %

State total bid price (include all items bid). \_\_\_\_\_

State total bid price with discount. \_\_\_\_\_

**Arapahoe County must have on file a completed W-9 prior to doing business with vendors. Please submit this form with your response.**



Arapahoe County Finance Department  
Purchasing Division  
5334 South Prince Street, Room 480  
Littleton, Colorado

**REQUEST FOR PROPOSAL**  
**APPENDIX A – SAMPLE AGREEMENT FOR SERVICES**

- 
- I. The successful vendor will be required to sign an Agreement for Services substantially similar to the contract form in Appendix A. Arapahoe County reserves the right to add or delete provisions to the form prior to contract execution.

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DEPARTMENT OF FINANCE  
5334 South Prince Street  
Littleton Colorado 80166-0001  
(303) 795-4620 FAX (303) 738-7929

**SUBSTITUTE FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**  
(A copy of the W-9 instructions is available upon request)

Vendor# \_\_\_\_\_

**1. NAME OF FIRM:**

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

**2. ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**  
(if different from above):

NAME (As it appears on invoice)

ADDRESS

CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**  
(If more than one remit to address, please attach on additional page.)

STREET ADDRESS

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 738 – 7929  
By mail Arapahoe County Government Finance Dept  
5334 South Prince Street  
Littleton, CO 80166-0001

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

OR

Federal Identification Number \_\_\_\_ - \_\_\_\_\_

Name of Business Owner (please print)  
\_\_\_\_\_

Check Appropriate Box:

- Corporation                       Partnership                       Government
- Individual/Sole Prop.               Non-Profit Organization       Other

\_\_\_\_\_  
(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Telephone Number (    ) \_\_\_\_\_

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY ARAPAHOE COUNTY UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

**FOR OFFICE USE ONLY:**

Individual/Sole Proprietorships:

- Merchandise Only                       Services
- Employee expense reimbursement     Contract Labor
- Garnishment / Child Support         Other (Explain)
- Damage awards & other reimb.       Sale of Land

For Corporation:

- Attorney
- Non Attorney

Approved:

\_\_\_\_\_  
Purchasing Manager