



Ohio Department of Veterans Services
OHIO VETERANS HOMES

John R. Kasich, Governor

Frederick W. Stratmann, Interim Superintendent

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www.ohioveteranshome.gov

Invitation to Bid-Cover Page

Date:	January 22, 2014
Solicitation Number:	OVH-G 14-01
Solicitation Title:	Lawn Care and Landscaping Service
Pre-Solicitation Meeting:	REQUIRED Ohio Veterans Homes-Georgetown 2003 Veterans Blvd Georgetown, Ohio 45121 Main Entrance February 11, 2014 to February 13, 2014 Call for Appointment
Bids will be received until:	February 19, 2014 1:00 p.m., Our Clock at 2003 Veterans Blvd-Main Entrance Georgetown, Ohio 45121
Goods or services to be delivered to or performed at:	Ohio Veterans Homes-Georgetown 2003 Veterans Blvd. Georgetown, OH 45121
For additional information please contact:	Charlie Hall Maintenance Superintendent (937)-378-2900 ext. 2745
Email Address:	Ronald.Hall@dvs.ohio.gov

The undersigned hereby affirms that he/she: (1) is a duly authorized agent of the Contractor, (2) has read all terms and conditions and technical specifications which were made available in conjunction with this invitation to bid, and (3) fully understands and accepts them unless specific variations have been expressly listed in his/her offer

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____
Address: _____ City/State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone: _____
Contact Person E-Mail: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____

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Bid Proposal Form

SCHEDULE OF ACTIVITIES: The following activities and dates are just an outline of a tentative schedule to be used to solicit responses and to evaluate each bid:

January 22, 2014Issue Invitation to Bid

February 11, 2014 – February 13, 2014.....Pre-Solicitation Meeting
..... Call for Appointment

February 14, 2014.....Deadline for submitting questions

February 19, 2014.....Bid submittal deadline

February 24, 2014..... Contract Award

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Charlie Hall Maintenance Superintendent, Ohio Veterans Homes, Ronald.Hall@dvs.ohio.gov. The Contractor submitting the question(s) shall be responsible for ensuring that the question(s) is received by Ohio Veterans Homes-Georgetown, hereby referred to as OVH-G 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 OVH-G who is authorized to act on behalf of OVH-G. OVH-G shall not be responsible for interpretations offered by employees of OVH-G who are not authorized agents of OVH-G.

FAILURE TO PROVIDE ANY REQUESTED INFORMATION: Failure to provide any requested information may result in the rejection of your offer.

SUBMISSION OF BIDS The original Offer must be received before the due date and time as specified in the Invitation to Bid. Bids may be submitted by standard mail and/or hand delivered to:

Ohio Veterans Homes
ATTN: Charlie Hall
2003 Veterans Blvd
Georgetown, Ohio 45121

Contractor Name and Company (Proposed Bidder): _____

Name of Authorized of Authorized Representative: _____

Title of Authorized Representative: _____

Signature and Date of Authorized Representative: _____

Total Bid Price (for two mowing seasons): _____

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**

Requirements met and response included? **YES / NO**

Have all addendums been acknowledged and enclosed? **YES / NO**

Has a duly authorized agent of the bidder signed the cover sheet in blue ink? **YES / NO**

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Offer Submission Guidelines

I. APPLICABILITY

These Offer Submission Guidelines apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers" or "Responses") made to the Ohio Veterans Homes-Georgetown (hereinafter referred to as "OVH-G") by all prospective suppliers (herein after referred to as "Contractors" or "Bidders/Offerors") 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. Contractors are required to submit their Offers in accordance with the following expressed conditions:

1. Contractors 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 Contractor 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 OVH-G or the compensation to the Contractor.
2. Contractors are advised that all OVH-G contracts are subject to all legal requirements contained in the State of Ohio's General Services Policies and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
3. OVH-G intends and expects that the contracting processes of OVH-G and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to OVH-G as subcontractors, Contractors, or otherwise. Accordingly, the Contractor 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.
4. All Offers and other materials submitted in response to this Solicitation shall become the property of OVH-G. Information that is considered proprietary should be marked as such and will be returned to the Contractor(s) after the award is made.

B. 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 Contractor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of the solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by OVH-G prior to the deadline for submitting questions.

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Any official interpretation of this Solicitation must be made by an agent of OVH-G who is authorized to act on behalf of OVH-G. OVH-G shall not be responsible for interpretations offered by employees of OVH-G who are not authorized agents of OVH-G.

3. OVH-G shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. A copy of such addenda will be available at the Ohio Veterans Homes website. The Contractor shall certify its acknowledgment of each addendum by signing each addendum and returning each signed addendum 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.

FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. ANY SUBMITTAL DEEMED NON-RESPONSIVE WILL BE RETURNED. ANY CONTRACTOR DEEMED NON-RESPONSIVE WILL NOT HAVE THE RIGHT TO APPEAL AWARD DECISION(S)

III. PRE-SOLICITATION MEETING

- A. All contractors must schedule an appointment for a site visit with Charlie Hall, Maintenance Superintendent prior to submitting a bid. Appointments can be made by calling the Maintenance Superintendent, at (937) 378-2900 extension 2745.
- B. Pre-solicitation meeting(s) may be cancelled and/or rescheduled due to inclement weather or other causes at the sole discretion of OVH-G.

IV. 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 Contractor must be initialed **in blue ink** by the authorized agent of the Contractor.
2. Offers must contain, **in blue ink**, a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Offers. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer may be deemed invalid and may not be considered.**
3. The accuracy of the Offer is the sole responsibility of the Contractor. 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 Contractor's name and the solicitation number on the outside. OVH-G's Bid Proposal form, which is attached to this Solicitation, must be used when the Contractor is submitting its Offer. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by OVH-G. No other form shall be accepted.

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2. Offers submitted via facsimile machines will not be accepted.
 3. Contractors, 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. OVH-G reserves the right to declare Contractors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with OVH-G's terms and conditions, or if they are not in the best interests OVH-G.
 4. Offers must include the following to be considered responsive:
 - a. Request for Proposal Cover Page.
 - b. Proposal Form.
 - c. Federal Taxpayer ID Form (W9)
 - d. Vendor Information Form
 - e. A minimum of three (3) references and a description of work performed, of similar size and scope performed within the previous five years.
- C. LATE OFFERS. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Contractor.

V. 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 OVH-G must have the Contractor'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 OVH-G 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.

VI. REJECTION OF OFFERS

- A. REJECTION OF OFFERS. OVH-G may, at its sole and absolute discretion:
1. Reject any and all, or parts of any or all, Offers submitted by prospective Contractors;
 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 OVH-G.
- B. REJECTION OF A PARTICULAR OFFER. In addition to any reason identified in subsection A above, OVH-G may reject an Offer under any of the following conditions:
1. The Contractor misstates or conceals any material fact in its Offer;

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2. The Contractor'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 Contractor 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 State of Ohio upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the State of Ohio.
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 State of Ohio or federal government for a minimum period of three years after this previous contract was terminated for cause.

VII. AWARD OF SOLICITATION

OVH-G shall award the solicitation to the successful bidder through the issuance of a Notice of Intent to Award. The Terms and Conditions, any Technical Specifications, the Bidder's Offer, and the Notice of Intent to Award are collectively an integral part of any agreement between OVH-G and the successful Bidder. Accordingly, these documents shall be incorporated into a separate contract for services. No services or products shall be provided until the Agreement for Services has been signed by OVH-G.

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General Terms and Conditions

- I. **INSURANCE.** In part to assure OVH-G that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind specified below.
1. Contractor agrees to procure and maintain, at its own expense, for all work covered by this Agreement, the following policies of insurance:
 - a. Workers' compensation insurance, as required by Ohio law.
 - b. Professional liability insurance against any and all claims for injuries to persons occurring or arising out of Contractor's obligations set forth herein as required by Ohio law.
 - c. Commercial Automobile Liability insurance with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services as required by Ohio law.
 - d. Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws.
 2. If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with OVH-G within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the Bidder being deemed not responsive.

II. TAXES AND COLLUSION

1. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as OVH-G is exempt from payment of such taxes and does not agree to pay any taxes.

State of Ohio Tax Exempt Number: 31-1334820

2. The Contractor, 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 OVH-G. The Contractor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of OVH-G' public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PAYMENT PROVISIONS:

- A. Contractors who execute work for the State of Ohio must be in the State Accounting system. All bidders must submit a Federal Taxpayer ID Form (W-9) with original signatures (Attachment 2) and a vendor information form (Attachment 3) to OVH with

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their sealed bid.

- B. **INVOICE REQUIREMENTS.** The Contractor must submit an original invoice to the office designated in the purchase order as the “bill to” address. To be a proper invoice, the invoice must include the following information:
- a. The purchase order number authorizing the delivery of products or services.
 - b. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).
 - c. If an authorized dealer has fulfilled the purchase order, then the dealer’s information should be supplied in lieu of the Contractor’s information.
 - d. The Contractor’s Tax Identification Number, TIN.
- C. **PAYMENT DUE DATE.** Payments under this Contract will be due on the 30th calendar day after the later of:
- a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.

The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section §126.30.

IV. CONTRACTUAL OBLIGATIONS

- A. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS.** Successful Contractors 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. **GOVERNING LAW / SEVERABILITY.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contractor the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- C. **APPROPRIATION OF FUNDS.** The State of Ohio’s funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.
- D. **DISPOSITION.** The Contractor 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 OVH-G.
- E. **EMPLOYEES.** All employees of the Contractor shall be considered to be, at all times,

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employees of the Contractor, under its sole direction, and not an employee or agent of OVH-G or the State of Ohio. OVH-G may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on OVH-G property is not in the best interest of OVH-G.

- F. INDEMINIFACATION. Contractor will indemnify OVH-G for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this contract, providing such bodily injury or property damage is due to the negligence of Contractor, its employees, agents, or subcontractors.

V. TERMINATION

- A. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions stated herein, for any reason other than excused performance reasons stated in Section VI hereof, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may cancel the contract effective ten (10) days after the end of said thirty (30) day period.
- B. Any contract arising from this solicitation may be terminated by OVH-G, with or without cause, at any time upon sixty (60) days written notice.
- C. Upon termination or expiration of this contract, Contractor shall, as soon thereafter as is feasible, vacate all parts of the premises occupied by Contractor, where applicable, remove its owned equipment, and return the premises to OVH-G, together with all the equipment furnished by OVH-G pursuant to this contract, in the same condition as when originally made available to Contractor, excepting reasonable wear and tear and fire and other casualty loss.
- D. Upon early termination of contract, Contractor is entitled to receive payment based on a percentage of the work completed as determined by OVH-G.

VI. EXCUSED PERFORMANCE

- A. If performance of any terms or provisions hereof shall be delayed or prevented due to compliance with any law, decree or order of any governmental agency or authority either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, fire, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

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SPECIAL TERMS AND CONDITIONS

The Ohio Veterans Home-Georgetown (OVH-G) is seeking bids for lawn care and landscaping services (i.e., mowing, trimming, mulching, fertilizing, weeding) for the property located at 2003 Veterans Blvd. Georgetown, Ohio. . All work performed by the Contractor is expected to be of the highest quality and meet or exceed accepted industry standards. The award of the lawn care and landscaping services will be made to the lowest responsive and responsible bidder.

I. DEFINITIONS

- A. Mowing season refers to the timeframe where lawn care service (i.e., mowing, trimming, mulching, fertilizing, weeding) will be performed. For purposes of this solicitation, the mowing season will commence on the first Monday of March and run through the second Saturday of November, for a total of 37 weeks of lawn care service. Timeframes of the mowing season are subject to change as determined by OVH-G.

II. TERM OF CONTRACT

- A. The agreement shall be for two mowing seasons beginning on March 3, 2014. The term of the contract shall be through November 14, 2015 unless it is terminated earlier based on reasons set forth in General Terms and Conditions Section V.
- B. As a condition of any award resulting from this bid/contract, OVH-G reserves the right to extend the period covered by the ensuing contract under the same prices, terms and conditions stated herein for a maximum of two (2) mowing seasons beyond the normal expiration date of the contract in one (1) mowing season increments. Price for one (1) mowing season will be one half of the total bid price.

III. SCOPE AND CLARIFICATION

- A. Contractor is to provide complete lawn care and landscaping according to the specifications, plans, terms, and conditions as listed herein. It will be assumed the contractor has full knowledge of existing conditions and accepts them as-is.
- B. The contractor is required to read carefully the specifications for all parts and work to become familiar with the work covered by this contract. The contractor must visit the site and become familiar with the existing conditions before submitting his bid. It shall be assumed the contractor himself has full knowledge of existing conditions and accepts them as – is.

IV. CONTRACT REQUIREMENTS

- A. All work will be accomplished during the hours of 7:00 am and 7:00 pm Monday thru Saturday.
- B. No work shall be scheduled on Sundays or State of Ohio recognized holidays (Attachment 1), unless requested by OVH-G.
- C. All contractors and employees of these contractors shall be trained in the skill of the tasks

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assigned to them.

- D. All contractors and employees of these contractors shall adhere to all stipulations concerning maintenance activities within this facility. Contractors must provide sanitary facilities for their employees.
- E. The entire project will be done by contract, and there is no provision for a contingency fund, change orders or cost over-runs. The price quoted by the successful bidder will be reflected on the construction contract, and that will be the final cost for work completion.
- F. Prevailing wage requirements are not associated with this invitation for bid.
- G. All work shall be performed following all local and state building codes.
- H. **Contractor is to obtain all applicable State Pesticide licenses for all chemical treatment for weed control and fertilizer.** If not submitted with the Bidder's response, copies of the respective documents shall be submitted to OVH-G within seven (7) calendar days after notification. Failure to submit the documents within this time period may result in the Bidder being deemed not responsive.
- I. Contractor is responsible for all storage of lawn care and landscaping equipment and materials. The Ohio Veterans Home will **not** provide on-site storage for equipment and materials. The Ohio Veterans Home shall not be held responsible for damages to Contractor's equipment, materials, or supplies as a result of vandalism, theft, misuse, etc.
- J. Contractor must maintain all mowing, trimming, weeding, planting, mulching, and fertilizing at the Ohio Veterans Home, Georgetown, Ohio, covering the following areas:
 - 1. Lawn mowing once a week during the mowing season. Grass is to be cut to a height of three (3) inches and will not grow to more than 4-1/2" before cutting.
 - 2. Trimming (weed eating) once a week during the mowing season, this includes but is not limited to sidewalks, parking area, light poles, fence line and around buildings.
 - 3. Flower and shrubbery beds shall be weeded once per week during the mowing season. The use of a pre-emergent herbicide (e.g., SnapShot) is acceptable. Application of a pre-emergent will be applied twice a mowing season once in the Fall and once in the Spring.
 - 4. Mulching of all bed and plantings once during the mowing season. Mulching shall be done the second full week of May. For 2014, these dates will be May 12, 2014 through May 17, 2014 and for 2015, these dates will be May 11, 2015 through May 16, 2015. If inclement weather prevents mulching on this date, a "rain-date" will be determined by OVH-G.
 - 5. Trimming of trees and shrubs as required twice per mowing season. Dates to be determined by OVH-G and contractor.
 - 6. Fertilizing of lawn, plantings and shrubs three times per mowing season. Dates to be determined by OVH-G and contractor.
 - 7. Mowing 20' on each side of the ¾ mile walking path weekly during mowing season.
 - 8. Fallen branches on the walking path, sidewalks, grounds, and roadways shall be removed weekly during the mowing season.

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9. Large field shall be mowed weekly during the mowing season.
10. Mowing will include the area between the property fence and US 68 to a midpoint between the two.
11. Grass clippings will be removed from mowed areas after each mowing.
12. All sidewalks, walking path, picnic shelter and parking areas will have leaves and grass clipping removed weekly.
13. WASTE MATERIAL: Waste materials shall be collected and properly disposed of by the Contractor, and includes all grass, leaves and plant material generated as a by-product of the services provided in this contract in accordance with local and state regulations. Waste material is not to build up on the grounds of OVH-G. Waste Material is to be removed after each mowing.
14. The bid price is to include the cost of labor, parts, and materials necessary to provide the proper lawn care and look desired by OVH-G. All services agreed upon in the contract are at a firm fixed price contract.

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Attachment 1

State of Ohio 2014-2015 Holidays

Date	Holiday
January 1, 2014	New Year's Day
January 20, 2014	Martin Luther King Day
February 17, 2014	President's Day
May 26, 2014	Memorial Day
July 4, 2014	Independence Day
September 1, 2014	Labor Day
October 13, 2014	Columbus Day
November 11, 2014	Veteran's Day
November 27, 2014	Thanksgiving
December 25, 2014	Christmas
January 1, 2015	New Year's Day
January 19, 2015	Martin Luther King Day
February 16, 2015	President's Day
May 25, 2015	Memorial Day
July 3, 2015	Independence Day (observed)
July 4, 2015	Independence Day
September 7, 2015	Labor Day
October 12, 2015	Columbus Day
November 11, 2015	Veteran's Day
November 26, 2015	Thanksgiving
December 25, 2015	Christmas

Determination of State of Ohio holidays is pursuant to ORC 124.19.

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Attachment 2

Ohio Veterans Home-Georgetown Site Map



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner ³
	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



VENDOR INFORMATION FORM

All parts of the form must be completed by the vendor. Incomplete forms will be returned. The information must be legible.
Ensure this is the latest version of the form at www.ohiosharedservices.ohio.gov.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION												
<input type="checkbox"/> NEW (<u>W-9 OR W-8ECI FORM ATTACHED</u>) <input type="checkbox"/> CHANGE OF CONTACT PERSON/INFORMATON												
<input type="checkbox"/> ADDITIONAL ADDRESS – (<u>A COPY OF AN INVOICE OR A LETTER INCLUDING THE ADDRESS IS REQUIRED</u>)												
<input type="checkbox"/> CHANGE OF ADDRESS – (<u>PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER</u>)												
<div style="border: 1px solid black; width: 60%; margin: 0 auto; padding: 5px;">ADDRESS TO BE REPLACED:</div>												
<input type="checkbox"/> CHANGE OF TIN (<u>W-9 & LETTER OF CLARIFICATION OF CHANGE, WHICH INCLUDES NEW & OLD TIN IS REQUIRED</u>)												
<input type="checkbox"/> CHANGE OF NAME (<u>W-9 & LETTER OF CLARIFICATION OF CHANGE, MUST INCLUDES NEW & OLD NAME IS REQUIRED</u>)												
<input type="checkbox"/> CHANGE OF PAY TERMS <input type="checkbox"/> CHANGE OF PO DISPATCH METHOD <input type="checkbox"/> OTHER _____												
SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION												
LEGAL BUSINESS OR INDIVIDUAL NAME: (MUST MATCH W-9 OR W-8ECI FORM)												
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)												
FEDERAL EMPLOYER ID (EIN) OR SOCIAL SECURITY NUMBER (SSN):												
<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>												
SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS												
ADDRESS:	COUNTY:											
CITY:	STATE:	ZIP CODE:										
SECTION 4 – ADDITIONAL ADDRESS (IF MORE THAN 2 ADDRESSES, PLEASE INCLUDE A SEPARATE SHEET)												
ADDRESS:	COUNTY:											
CITY:	STATE:	ZIP CODE:										

SECTION 5 – CONTACT INFORMATION & PERSON TO RECEIVE PURCHASE ORDER		
NAME:		
WEBSITE:		
PHONE:	FAX:	EMAIL:
PREFERRED METHOD OF BEING CONTACTED: (CHECK ONE) <input type="checkbox"/> PHONE <input type="checkbox"/> EMAIL		
SECTION 6 – INDIVIDUAL TO RECEIVE EMAIL NOTICE OF BID EVENTS - A USER ID & PASSWORD WILL BE SENT TO THE EMAIL ADDRESS BELOW		
NAME:		
EMAIL:	PHONE:	
TO ADD AN ADDITIONAL OR REPLACE A STRATEGIC SOURCING CONTACT PERSON		
<input type="checkbox"/> ADDITIONAL CONTACT PERSON <input type="checkbox"/> REPLACE CONTACT PERSON (WILL BE MARKED INACTIVE)		
NAME:		
EMAIL:	PHONE:	
SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY)		
<input type="checkbox"/> 2/10 NET 30 <input type="checkbox"/> NET 30 <input type="checkbox"/> NET 45 <input type="checkbox"/> NET 60 <input type="checkbox"/> NET 90		
SECTION 8 – PURCHASE ORDER DISTRIBUTION – OTHER THAN USPS MAIL		
EMAIL <u>OR</u> FAX:		
SECTION 9 – PLEASE SIGN & DATE		
PRINT NAME:		
SIGNATURE:	(DIGITAL SIGNATURES NOT ACCEPTED AT THIS TIME; PRINT & SIGN)	DATE:
SECTION 10 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)		
AGENCY CONTACT NAME/EMAIL/PHONE:		

COMMENTS:

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Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.

<p>SUBMIT FORM TO:</p> <p>Mail: Ohio Shared Services Attn: Vendor Maintenance P.O. Box 182880 Cols., OH 43218-2880</p> <p>Email: vendor@ohio.gov</p> <p>Fax: 1 (614) 485-1052</p>	<p>QUESTIONS? PLEASE CONTACT:</p> <p>Phone: 1 (877) OHIO - SS1 (1-877-644-6771) 1 (614) 338-4781</p> <p>Website: www.ohiosharedservices.ohio.gov/</p> <p>Email: vendor@ohio.gov</p>
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