



Ohio Department of Veterans Services
OHIO VETERANS HOMES
"Serving Those Who Served"

John R. Kasich, Governor | Chip Tansill, Director | Robin J. Carlin, Superintendent

**Invitation to Bid
Cover Page**

Date:	December 1, 2015
Solicitation Number:	FY2016-VENDING01
Solicitation Title:	VENDING MACHINE PRODUCTS AND SERVICE
Pre-Solicitation Meeting:	REQUIRED Ohio Veterans Home-Sandusky 3416 Columbus Ave Sandusky, OH 44870 Secrest/Giffin Main Entrance December 18, 2015 10:00 A.M
Proposal will be received until:	December 31, 2015 4:00 p.m., Our Clock at 3416 Columbus Ave, Sandusky, OH 44870 Secrest/Giffin Main Entrance
Goods or services to be delivered to or performed at:	Ohio Veterans Homes 3416 Columbus Ave Sandusky, OH 44870
For additional information please contact:	Tim Schultz, Agency Procurement Officer (419)-625-2454 Ext. 1265
Email Address:	Tim.Schultz@dvs.ohio.gov

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 invitation to bid and 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: _____
Authorized Representative's Signature: _____ Phone: _____
Printed Name: _____ Title: _____ Date: _____

"Serving Those Who Served"

Bid Proposal Form

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 to:

**Ohio Veterans Homes
ATTN: Tim Schultz
Agency Procurement Officer
3416 Columbus Ave.
Sandusky, OH 44870**

SUBMISSION: It is imperative you address your submittal envelope as stated above.

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

December 1, 2015.....**Issue Invitation to Bid**
December 18, 2015.....**Pre-Solicitation Meeting**
December 24, 2015**Deadline for submitting questions**
December 31, 2015**Bid submittal deadline**
January 7, 2016**Award contract**

***Commission Percentage for vend items sales** _____ %

***Commission rate percentage will be used for evaluation purposes. Percentages shall not exceed 2 decimal places. Failure to provide this information may deem your bid non-responsive.**

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**

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

“Serving Those Who Served”

Offer Submission Guidelines

I. Applicability

- a. 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 Department of Veterans Services (hereinafter referred to as "DVS") 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:
 - i. 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 DVS or the compensation to the Contractor.
 - ii. Contractors are advised that all DVS 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.
 - iii. DVS intends and expects that the contracting processes of DVS 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 DVS 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.
 - iv. All Offers and other materials submitted in response to this Solicitation shall become the property of DVS. 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 Modification in Terms and Conditions
 - i. Where there appear to be variances or conflicts between the Standard 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.
 - ii. 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 DVS prior to the deadline for submitting questions.

"Serving Those Who Served"

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

- iii. DVS shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. 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 attend the pre-solicitation meeting. The meeting will begin promptly at the time designated. Failure to attend may deem the contractor non-responsive.
- b. Pre-solicitation meeting(s) may be cancelled and/or rescheduled due to inclement weather or other causes at the sole discretion of the Ohio Department of Veterans Services.

IV. Preparation and Submission of Offer

- a. Preparation
 - i. 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.
 - ii. 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.

- iii. 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
 - i. The Offer shall be sealed in an envelope with the Contractor's name and the solicitation number on the outside. DVS'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 DVS. No other form shall be accepted.
 - ii. Offers submitted via facsimile machines will not be accepted.

"Serving Those Who Served"

- iii. 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. DVS reserves the right to declare Contractors' Offers as non-responsive if any of these alternate terms and conditions are in conflict with DVS's terms and conditions, or if they are not in the best interests DVS.
- iv. Offers must include the following to be considered responsive:
 - 1. Request for Proposal Cover Page.
 - 2. Proposal Form.
 - 3. Federal Taxpayer ID Form (W9)
 - 4. Supplier Information Form
 - 5. A minimum of three (3) references and a description of work performed, of similar size and scope performed within the previous five years.
 - 6. Complete list of products to be vended and price.
- v. Late Offers
 - 1. 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. Modification to Offers.
 - i. 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 DVS 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 DVS will be considered the valid modification.
- b. Withdrawal of Offers
 - i. 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. DVS may, at its sole and absolute discretion:
 - i. Reject any and all, or parts of any or all, Offers submitted by prospective Contractors;
 - ii. Re-advertise this Solicitation;
 - iii. Postpone or cancel the process;
 - iv. Waive any irregularities in the Offers received in conjunction with this Solicitation; and/or
 - v. 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 DVS.
- b. Rejection of a Particular Offer. In addition to any reason identified in subsection A above, DVS may reject an Offer under any of the following conditions:

"Serving Those Who Served"

- i. The Contractor misstates or conceals any material fact in its Offer;
 - ii. The Contractor's Offer does not strictly conform to the law or the requirements of the Solicitation;
 - iii. 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;
 - iv. 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
 - v. The Offer has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.
- c. Elimination from Consideration
 - i. 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.
 - ii. 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. Taxes and Collusion

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

State of Ohio Tax Exempt Number 31-1334820

- b. 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 DVS. 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 DVS's 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

VIII. AWARD OF SOLICITATION

- a. DVS 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 DVS 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 DVS.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

"Serving Those Who Served"

Standard Terms and Conditions

The following terms and conditions are mandatory under Ohio law for all contracts for goods or services to the State of Ohio ("the State"), its departments and agencies. To the extent that the provisions below may be deemed to conflict with other provisions in the agreement, the provisions below shall be controlling.

1. Term of Contract Limited to Current Biennium. Parties expressly understand and agree that this agreement does not extend beyond the State of Ohio's current budget biennium ending on June 30th of the next odd numbered year. The State's obligation regarding the maximum dollar amount to be paid under this agreement is expressly limited to the current biennium.

2. Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including but not limited to O.R.C. 126.07 have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

3. Independent Contractor Status. It is fully understood and agreed that the Contractor under this agreement is an independent contractor and neither Contractor nor its personnel shall at any time, for any purpose, be considered public employees for purposes of Ohio Public Employees Retirement System benefits.

4. Findings of Recovery by the Auditor of State. Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, the agreement is void *ab initio* and the Contractor must immediately repay to the State any funds paid under this agreement.

5. Payment Due Date. Payments made by the State of Ohio under this agreement will be due on the 30th calendar day after the later of: 1) the date of actual receipt of a proper invoice in the office designated to receive the invoice, or 2) the date the service is delivered and accepted in accordance with the terms of this agreement. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be made in accordance with O.R.C. 126.30.

6. Campaign Contributions. Contractor, by signature affixed on this document, hereby certifies that all applicable parties are in full compliance with O.R.C. Section 3517.13. The Contractor is solely responsible to know the requirements and limitations set forth in O.R.C. Section 3517.13, and to comply with those requirements and restrictions.

7. Indemnification. In accordance with the Article II, Section 22, of the Ohio Constitution, Section 131.33 of the Ohio Revised Code, and the opinion of the Ohio Attorney General, the State shall not indemnify the Contractor against any claims by 3rd parties with regard to any of the State's duties and obligation arising under this Agreement. Contractor expressly acknowledges that this agreement does not provide the Contractor any right or claim to indemnification by the State.

8. Arbitration/Sovereign Immunity/Choice of Law. The parties understand and expressly agree that the State does not agree to resolve any issues related to this agreement potentially involving the payment of monetary damages by the State through binding arbitration. While nothing in this agreement shall be interpreted as a general waiver of the State's sovereign immunity, to the extent that the State has waived its sovereign immunity and consents to be sued for alleged breaches of the terms and conditions of contracts for the sale of goods and services to the State, such lawsuits may only be brought in the Ohio Court of Claims in accordance with Chapter 2743 of the Ohio Revised Code. This agreement is governed by Ohio law without regard to choice of law and conflicts of law principles.

"Serving Those Who Served"

9. Confidentiality. Any provisions in this agreement related to confidentiality of information are subject to Ohio Public Records law, and the disclosure of records pursuant to such law is not a breach of this agreement.

10. Enforceability. Any contract that arises from this solicitation or any contract between Contractor and the Ohio Department of Veterans Services is non-enforceable without an accompanying State of Ohio Purchase Order

11. Disposition. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its rights, title, or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of DVS.

12. 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).

13. Excused Performance. 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.

14. Termination. 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 Number 13 in Standard Terms and Conditions 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. Any contract arising from this solicitation may be terminated by DVS, with or without cause, at any time upon sixty (60) days written notice. Upon termination or expiration, 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 DVS, together with all the equipment furnished by DVS 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. Upon early termination, Contractor is entitled to receive payment based on a pro-rated percentage of the work completed as determined by DVS.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

“Serving Those Who Served”

★ Teamwork ★ Trust & Honesty ★ Commitment ★ Customer Focus ★

Special Terms and Conditions

The Ohio Department of Veterans Services, Ohio Veterans Home-Sandusky (OVH-S) is seeking bids for vending machine services for the property located at 3416 Columbus Ave. Sandusky, 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 vending machine services will be made to the most responsible bidder that provides the highest percentage of commission rate.

I. Scope of Operation

- a. Contractor shall operate vending service for OVH-S on the following described premises: All buildings and outbuildings on the grounds of OVH-S, and shall have the right to sell to residents, employees, guests, and other persons at such premises, food products, non-alcoholic beverages, and other such articles/products through vending machines as shall be approved by OVH-S.

II. Compensation

- a. Contractor shall submit a bid for a percentage of gross sales payable to OVH-S.
- b. The percentage of gross sales is not to exceed 2 decimal places.
- c. Contractor shall provide OVH-S a guaranteed amount of annual commissions based on the Contractor's bid percentage multiplied by yearly (January-December) gross sales of \$200,000, regardless of actual gross sales.
- d. Guaranteed annual commission shall be paid in four (4) equal payments, no later than thirty (30) days after the close of the previous calendar quarter. First guaranteed commission check is due by April 30, 2016.
- e. At the end of a calendar year (January to December) Contractor shall pay OVH-S a commission, no later than thirty (30) days after the close of the calendar year, based on the Contractor's bid percentage multiplied by gross sales in excess of \$200,000. If applicable, the first additional commission check is due no later than January 30, 2017.
- f. Contractor shall issue a separate check from the guaranteed minimum for any additional commissions in excess of gross sales of \$200,000.
- g. All dollar value calculations will be rounded to the nearest penny.
- h. Sales of OVH-S Meal tickets are not to be counted in the calculation of gross sales.
- i. All commission checks payable under any agreement arising from this solicitation shall be made payable in accordance with instructions to be provided by OVH-S
- j. In the event of early termination, commissions will be handled as set forth in General Terms and Conditions Section 14.

III. Contractor's Responsibilities

- a. Contractor shall install, service, and maintain at high standards of quality, sanitation, and cleanliness, such mutually agreed upon number and type of vending machines, at

"Serving Those Who Served"

mutually agreed upon locations for sale of food products, non-alcoholic beverages, and other mutually agreed upon products, and will keep machines adequately serviced and supplied with appropriate merchandise of good quality and at reasonable prices. Contractor shall sign a maintenance log for each vending location, upon mutually agreed upon schedule, certifying that the machines and ancillary equipment were cleaned, stocked, and serviced.

- b. Contractor agrees to pay all Federal, State, and Local taxes, which may be assessed against their equipment or merchandise while in or upon the premises, as well as all federal, state, and local taxes assessed in connection with the operation of its services upon the premises. Contractor also agrees to comply with all federal, state, and local taxes assessed in connection with the operation of its services upon the premises. Contractor also agrees to comply with all federal, state, and local laws and regulations governing the preparation, handling, and serving of foods. Contractor also agrees to procure and keep in effect all necessary licenses, permits, and food handler's cards required by law, and to post such permits within the vending areas in a prominent place as required by law. Contractor agrees to comply with applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.
- c. Contractor shall hire all employees necessary to perform this agreement. Upon being hired, such employees shall be subject to such health examination as proper city, state, or federal authority may require in connection with their employment. All persons employed by Contractor shall be employees of Contractor and not OVH-S, and will be covered by a fidelity bond. Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or age, in violation of federal, state, or local law.
- d. All records shall be kept on file by Contractor for a period of three (3) years from the date the record is made, and Contractor shall, upon reasonable notice, give OVH-S or its authorized representative the privilege of inspecting, examining, and auditing, during normal business hours, such business records which are directly relevant to the financial arrangements set forth in award of the contract. Such inspection, examination, and audit shall be conducted at the location where said records are normally maintained.
- e. Contractor agrees that their employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the premises, which OVH-S imposes upon its employees and agents.'
- f. Contractor will provide maintenance service 24 hours a day, 7 days a week, including holidays, within one (1) hour of notification by OVH-S or its designated representative of required maintenance and/or service.
- g. Contractor agrees to provide routine maintenance and repair to existing OVH-S owned vending machines in Member's Lounge.
- h. OVH-S shall approve all menu price adjustments in writing.
- i. Commissions payable to OVH-S in excess of the guaranteed minimum are due and payable at the close of each fiscal year on or before July 10 of the next fiscal year

IV. OVH-S Responsibilities

- a. OVH-S shall furnish, without cost to Contractor, the necessary space for the operation of said services, all utilities and facilities reasonable and necessary for efficient performance, including but not limited to the following: heat, hot and cold water, steam, gas, lights, and electric current, garbage removal services, sewage disposal services and all local telephone service. OVH-S will, at its own cost and expense, install any such utility outlets at the designated areas where the vending equipment is to be located.

"Serving Those Who Served"

- b. OVH-S shall maintain the facilities where the services are performed in a safe operating condition such that no Contractor employee is exposed or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including the general duty and the specific duty clauses thereof, or any other similar federal, state, or local law or regulation.
- c. OVH-S will be responsible for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in the vending areas, as well as any areas adjacent to stands or carts used for Contractor's services, at no cost to Contractor.

V. Contractor's Title to Vending Machines and Equipment

- a. All equipment and automatic vending machines installed by Contractor pursuant to the provisions of this contract are, and shall at all times, remain the property of Contractor, with title vested in Contractor, and OVH-S shall have no property interest in said vending machines and/or any other equipment.
- b. OVH-S agrees to permit only employees and agents of Contractor to remove, move, open, or tamper with said vending machines and/or any other equipment of the contractor.

VI. Contractor Quarterly Sales Report

- a. The Contractor must report the quarterly dollar value (in U.S. dollars) of the sales under this Contract for each vending machine location and every vending machine in that location by calendar quarter (e.g. January-March, April-June, July-September and October-December).
- b. If no sales occur, the Contractor must show zero.
- c. Two (2) copies of the report must be submitted fifteen (15) days following the completion of the reporting period.
- d. The Contractor must forward the Quarterly Sales Report to the following address:

Ohio Veterans Homes
Attn: Tim Schultz
Purchasing Department
3416 Columbus Ave
Sandusky, OH 44870

- e. If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, OVH-S may terminate or cancel this Contract.

VII. Meal Ticket Sales

- a. Contractor shall provide vending machines for sale of OVH-S meal tickets. Locations are specified in Section IX Minimum Requirements for Vending Locations and Equipment.
- b. Contractor shall purchase OVH-S meal tickets at the Treasury department Monday-Friday, excluding State of Ohio holidays.
- c. Contractor shall purchase and vend OVH-S meal tickets at a price set by the Ohio Veterans Homes Superintendent. No markup of OVH-S meal tickets is permissible.

"Serving Those Who Served"

- d. The means for dispensing OVH-S meal tickets in the vending machines is at the Contractor's cost. The meal tickets may not be altered in any way (i.e. glued, stapled, etc.) to accommodate vending.

VIII. Refunds

- a. Contractor shall provide envelopes for refunds in the event that a vending machine fails to perform.
- b. Envelopes are to include, at a minimum, spaces for:
 - i. Name of person requesting refund
 - ii. Date
 - iii. Amount Lost
 - iv. Which vending machine failed to perform
 - v. Explanation of what happened
- c. Contractor is to fulfill request for refund and turn all envelopes and money in to the OVH-S Treasury for disbursement.

IX. Minimum Requirements for Vending Locations and Equipment

- a. The Contractor shall provide, at the minimum, the locations, vending machines, and ancillary equipment as noted below:
 - i. Location #1 Member's Lounge
 - 1. (1) Candy and Snack Machine
 - 2. (1) Bottled Cold Beverage Machine
 - 3. (1) Cigarette Machine*
 - *Cigarettes may be sold in the same machine as the Candy and Snacks
 - ii. Location #2 Veteran's Hall Recreation Center
 - 1. (2) Bottled Cold Beverage Machines
 - 2. (1) Sandwich Machine
 - 3. (1) Frozen Food Machine
 - 4. (1) Candy and Snack Machine
 - 5. (1) Microwave
 - 6. (1) Condiment Station
 - iii. Location #3 Veteran's Hall Hobby Shop
 - 1. (1) Bottled Cold Beverage Machine
 - iv. Location #4 Giffin 2nd Floor Employee Break Room
 - 1. (1) Coffee Vending Machine-to include coffee lids
 - 2. (1) Candy and Snack Machine
 - 3. (1) Bottled Cold Beverage Machines
 - v. Location #5 Secret East Dining Room
 - 1. (2) Bottled Cold Beverage Machines
 - 2. (1) Sandwich Machine
 - 3. (2) Candy and Snack Machines
 - 4. (1) Condiment Station
 - 5. (1) Microwave
 - vi. Location #6 Secret 1st Floor Hallway
 - 1. (1) Bottled Cold Beverage Machine
 - 2. (1) Candy and Snack Machine

"Serving Those Who Served"

- vii. Location #7 Giffin 1st Floor Employee Break room
 - 1. (2) Bottled Cold Beverage Machines
 - 2. (1) Candy and Snack Machine
 - 3. (1) Coffee Vending Machine-to include coffee lids
 - 4. (1) Frozen Food Machine
 - 5. (1) Sandwich Machine
 - 6. (1) Condiment Station
 - 7. (2) Microwaves
- viii. Location #8- Veteran's Hall Dining Room
 - 1. (1) Snack Machine for the dispensing of OVH Meal Tickets
- ix. Location #9- Secret Dining Room
 - 1. (1) Snack Machine for the dispensing of OVH Meal Tickets

- b. Condiment Stations are to include, at a minimum, at no extra charge, forks, knives, spoons (all individually wrapped), ketchup packets, mustard packets, salt and pepper packets, napkins, straws (individually wrapped)
- c. All vending machines are required to accept payment via major credit cards (i.e., Visa, Mastercard, Discover, American Express, etc.) as well as by cash.
- d. At minimum, one machine in each location should be set up to be utilized as a change machine for all denominations up to and including a twenty (20) dollar bill.
- e. All machines, shall be capable of accepting dollar denominations up to and including a ten (10) dollar bill.

X. Minimum Stocked Item Mix and Maximum Allowable Prices

- a. The items indicated in Table 1 Minimum Stocked Item Mix and Maximum Allowable Prices shall be made available in appropriate vending machines at all times.
- b. Increases in item prices may not occur during the initial term of the contract. Decreases in item pricing may occur at any time.
- c. Item pricing may only be changed if the original contract is extended and will be in effect for the term of the extension. All item price changes shall be approved by OVH-S in writing before going into effect. OVH-S reserves the right to refuse item price changes.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

"Serving Those Who Served"

Table 1. Minimum Stocked Item Mix and Maximum Allowable Prices

Product Group	Product Examples	Price
Canned Soda, 12 oz.	Pepsi, Diet Pepsi, etc.	\$0.75
Bottled Soda, Name Brand 20 oz	Coke, Pepsi, Sprite, Dr. Pepper, etc.	\$1.50
Bottled Soda, Generic 20 oz.	RC Cola, Squirt, Big Red, etc.	\$1.25
Bottled Water, 20 oz.	Dasani, Aquafina, Flavored Water	\$1.25
Hot Coffee, 12 oz.	Sm. Hot Coffee (Reg. and Decaf)	\$0.60
Hot Coffee, 20 oz.	Lrg. Hot Coffee (Reg. and Decaf)	\$0.90
Hot Coffee, 12 oz., Flavored	Sm. Hot Coffee French Vanilla, Mocha, Hot Chocolate, etc	\$0.70
Hot Coffee, 20 oz., Flavored	Lrg. Hot Coffee French Vanilla, Mocha, Hot Chocolate, etc	\$1.00
Cigarettes	Marlboro, Winston, Newports, etc.	Market Prices
Sports Drinks	Gatorade, Powerade, etc	\$1.60
Candy Bars	Twix, Reese's Cups, Snickers, etc	\$1.00
Candy	M&Ms, Skittles, Twizzlers, Mike and Ike's, etc.	\$1.00
Chips	Dorito's, Lay's, Ballreich's, Frito's, etc.	\$1.00
OVH Meal Tickets	OVH Meal Tickets	\$4.00
Pastries	Cinnamon Rolls, Doughnuts, etc.	\$1.25
Juices	MinuteMaid Orange Juice, Apple Juice, Cranberry Juice, Snapple, etc.	\$1.60
Gum, 6 stick packs & Mints, .72 oz	Wrigley's, Extra, Big Red, Wint o Greem, Pep o Mint	\$0.60
Cookies/Crackers		
Nuts/Trail Mix/Bars		
Bag Cookies & Snacks		
Energy Drinks		
Patrics	Little Debbie's, Pop-Tarts, etc	\$1.00
Frozen Products	Ice Cream, Stouffer's Meals, etc	Market Prices (not to Exceed \$3.50)

Table 2. Vending Machine Sales

“Serving Those Who Served”

Calendar Year	Sales	Calendar Year	Sales	Calendar Year	Sales	Calendar Year	Sales	Calendar Year	Sales
1Q 2011		1Q 2012	\$55,710.95	1Q 2013	\$50,366.90	1Q 2014	\$51,756.75	1Q 2015	\$47,617.60
2Q 2011		2Q 2012	\$56,044.05	2Q 2013	\$52,652.35	2Q 2014	\$47,098.89	2Q 2015	\$45,960.45
3Q 2011	\$41,877.50	3Q 2012	\$55,410.25	3Q 2013	\$51,080.15	3Q 2014	\$46,612.25	3Q 2015	\$48,448.72
4Q 2011	\$47,457.80	4Q 2012	\$53,687.70	4Q 2013	\$52,083.45	4Q 2014	\$50,064.55	4Q 2015	
Total Partial 2011	\$89,335.30	Total 2012	\$220,852.95	Total 2013	\$206,182.85	Total 2014	\$195,532.44	Total Partial 2015	\$142,026.77

Average Quarter \$50,231.19

Average Full Year \$207,522.75

XI. Term of Contract

- a. Any subsequent agreements or contracts arising from this Invitation to Bid shall begin on January 7, 2016 and the term of the contract shall be until June 30, 2017, unless it is terminated earlier based on reasons set forth in General Terms and Conditions Section 14.
- b. As a condition of any award resulting from this bid/contract, OVH-S 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) calendar months beyond the normal expiration date of the contract. Subject to mutual agreement, the period covered by the ensuing contract under the same terms and conditions stated herein can be extended for two (2) additional years in one (1) year increments. At the time of renewal, Contractor may propose price changes, as set forth in Section X Minimum Stocked Item Mix and Maximum Allowable Prices Subsection C.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

“Serving Those Who Served”

★ Teamwork ★ Trust & Honesty ★ Commitment ★ Customer Focus ★

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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, apply for a TIN and 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 U.S. 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 items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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 The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	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 Regulations 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 2.

*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, 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 (TIGTA) 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. commonwealths and 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.



SUPPLIER INFORMATION FORM

Required sections must be completed or the form will not be processed. Incomplete forms will be returned. All 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 (REQUIRED)														
<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														
<input type="checkbox"/> CHANGE OF ADDRESS – (<u>PLEASE PROVIDE OLD ADDRESS BELOW OR ATTACH LETTER</u>)														
<div style="border: 1px solid black; width: 80%; margin: 0 auto; padding: 5px;">ADDRESS TO BE REPLACED:</div>														
<input type="checkbox"/> CHANGE OF TIN (<u>W-9 & A CHANGE OF TIN FORM</u>) <input type="checkbox"/> CHANGE OF NAME (<u>W-9 & A CHANGE OF NAME FORM</u>)														
<input type="checkbox"/> CHANGE OF PAY TERMS <input type="checkbox"/> CHANGE OF PO DISPATCH METHOD <input type="checkbox"/> OTHER _____														
SECTION 2 – PLEASE PROVIDE SUPPLIER INFORMATION (REQUIRED)														
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) ¹ :														
<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>														
SECTION 3 – REMIT TO ADDRESS (REQUIRED)														
ADDRESS:	COUNTY:													
ADDRESS (CONT.):														
CITY:	STATE:	ZIP CODE:												
CONTACT NAME:														
PHONE:	FAX:	E-MAIL:												
SECTION 4 – ADDITIONAL ADDRESS (IF MORE THAN 2 ADDRESSES, INCLUDE A SEPARATE SHEET)														
ADDRESS:	COUNTY:													
ADDRESS (CONT.):														
CITY:	STATE:	ZIP CODE:												

OBM-5657

Rev. 09/08/2015

"Serving Those Who Served"

SECTION 5 – CONTACT PERSON TO RECEIVE E-MAIL NOTICE OF BID EVENTS - A USER ID & PASSWORD WILL BE SENT TO THE E-MAIL ADDRESS BELOW – (BUSINESSES ONLY)	
NAME:	
E-MAIL:	
TO ADD AN ADDITIONAL OR TO REPLACE THE CURRENT STRATEGIC SOURCING (SS) CONTACT	
<input type="checkbox"/> ADDITIONAL STRATEGIC SOURCING CONTACT <input type="checkbox"/> REPLACE SS CONTACT (WILL BE MARKED INACTIVE)	
NAME:	
E-MAIL:	
SECTION 6 – PAYMENT TERMS (PLEASE CHECK ONE – IF NONE IS SELECTED THEN NET 30 WILL APPLY Invoices will be paid in 30 days from invoice date unless an alternate pay-term is selected below	
<input type="checkbox"/> 2/10 NET 30 <input type="checkbox"/> NET 30	
SECTION 7 – PURCHASE ORDER DISTRIBUTION—OTHER THAN USPS MAIL (ONLY APPLICABLE TO THOSE RECEIVING POs)	
E-MAIL <u>OR</u> FAX:	
SECTION 8 – PLEASE SIGN & DATE (REQUIRED)	
PRINT NAME:	
SIGNATURE: (HANDWRITTEN SIGNATURE REQUIRED)	DATE:
SECTION 9 – STATE OF OHIO AGENCY CONTACT PERSON (AGENCY RECEIVING PAYMENTS FROM)	
AGENCY CONTACT NAME/E-MAIL/PHONE:	
COMMENTS:	

Note: This document contains sensitive information. Sending via non-secure channels, including e-mail and fax can be a potential security risk.
 Pursuant to 26 USC 6109, the state is required to collect TIN/EIN/Social Security numbers and to use the numbers in its annual report to the IRS the amount the state has paid each supplier.

SELECT ONE OF THE FOLLOWING METHODS FOR DOCUMENT SUBMISSION: Email: supplier@ohio.gov Fax: 1 (614) 485-1052 Mail: Ohio Shared Services Attn: Supplier Operations P.O. Box 182880 Cols., OH 43218-2880	QUESTIONS? PLEASE CONTACT: Phone: 1 (877) OHIO - SS1 (1-877-644-6771) 1 (614) 338-4781 Website: www.ohiosharedservices.ohio.gov/ Email: supplier@ohio.gov
---	--

OBM-5657

Rev. 09/08/2015

"Serving Those Who Served"

★ Teamwork ★ Trust & Honesty ★ Commitment ★ Customer Focus ★