

CONTRACT BETWEEN
FRANKLIN COUNTY GENERAL HEALTH DISTRICT
(DBA FRANKLIN COUNTY PUBLIC HEALTH)
and
VECTOR DISEASE CONTROL INTERNATIONAL, LLC

This contract entered into by and among Vector Disease Control International, LLC (hereinafter referred to as "Contractor"), the Board of Franklin County General Health District, doing business as Franklin County Public Health (hereafter referred to as "FCPH") pursuant to and under the authority of Resolution No. 11-020, passed February 8, 2011 for Integrated Mosquito Management services, and each participating jurisdiction that signs the Contract Acknowledgement section of this Contract.

For the mutual considerations herein specified, FCPH and Contractor have agreed and do hereby agree as follows:

Section 1 ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS

This Contract consists of this Contract, the affixed affidavits. Any inconsistency or conflict in this Contract shall be resolved by giving precedence in the following order:

- a. This signed Contract and all attached documents;
- b. Proposal to RFP# 2010-66-52 submitted by the Contractor; and
- c. Franklin County original Request for Proposal #2010-66-52.

Section 2 PRICING AND DELIVERY OF SERVICE

Payments will be made in accordance with the fee payment schedule stipulated in paragraph 6.01 for each participating jurisdiction. The Contractor must provide all services in accordance with the terms and conditions of this Contract and the Contractor's proposal.

The web-based software used by the Contractor shall allow read-only access to a designated person(s) of FCPH and the participating jurisdictions either by use of a universal user identification name and password, or through the use of individual identification name(s) and passwords. Either way, access shall be obtained by any/all users at anytime without restrictions or lock-out if other users are logged on.

Section 3 TERM OF CONTRACT

It is anticipated that the initial contract term will be for three years, commencing on March 1, 2011 and ending on February 28, 2014, with the exact commencement date for the applicable jurisdiction being outlined under their respective signatures.

Section 4 MISCELLANEOUS TERMS

Section 4.01 Standard of Care

The Contractor shall discharge its obligations under this Contract with that level of reasonable care which a similarly situated administrator of claims would exercise under similar circumstances.

EXHIBIT A

Section 4.02 Indemnification

The Contractor shall assume the defense of, indemnify, and save harmless FCPH, Franklin County and all Franklin County Agencies, and the participating jurisdictions, including public officials, and employees acting in the course of their employment, from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the related Contractor's performance of the work required under this Contract, including work done by the Contractor's employees and agents or any failure to perform.

Section 4.03 Unresolved Finding for Recovery

If, after the Contract is awarded, it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior to the award, the Contract shall be void. The Contractor understands that Contractor shall be responsible to the County for any expenditure against the Contract.

Section 4.04 Performance Bond Requirements

The successful Contractor is not required to provide a performance bond.

Section 4.05 Ethics

All Contractors and employees of FCPH are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

Section 4.06 Public Record and Treatment of Confidential and Proprietary Information

Notwithstanding any language in the response to the contrary, after the bids are opened, they are a public record, as defined in Ohio Revised Code (O.R.C.) §149.93, and are subject to all related laws. At such time, they will be made available for public inspection and copying upon request by members of the public pursuant to O.R.C. §149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in O.R.C. §149.43, except that pricing pages of the bid document shall be considered public information.

In the event FCPH or a participating jurisdiction receives any such request for any Confidential Information, it will promptly notify the Contractor of the request to enable the Contractor to take whatever action it deems appropriate to seek protection from disclosure. If the Contractor fails to take any action within ten (10) days of such notice, FCPH or the participating jurisdiction may make such disclosure without any liability to the Contractor.

Section 4.07 Subcontracting

Contractor confirms that it will be the primary contractor who will be performing the work under the Contract. The Contractor may use subcontractors for portions of the work under the Contract, but Contractor will remain the primary contractor and will remain liable for all work performed hereunder regardless of whether performed directly by it or by a subcontracted entity. Prior to the Effective Date, Contractor provided FCPH with a list of subcontractors it currently uses. Contractor shall not use any subcontractor who has been subject to action that limits the subcontractor's right to do business with the local, state, or federal government.

Section 4.08 Consent to Assign

Contractor will not assign any of its rights under this Contract unless FCPH consents to the assignment, in writing. Any purported assignment made without FCPH's written consent is void and may be subject to termination of the contract. FCPH or a participating jurisdiction may assert against an assignee any claim or defense FCPH may have against the assignor.

Section 4.09 Record Keeping

The Contractor shall keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract, Contractor agrees to provide FCPH, a participating jurisdiction, or their designated representatives, the right to examine any books, documents, papers, or records related to this Contract. All pesticide application records and other reports and documentation outlined in this RFP shall be maintained by the Contractor and made available at all times to FCPH, any/all participating jurisdictions served and any/all state and or federal agencies having jurisdiction over pesticide use and application as outlined in the RFP.

Section 4.10 Insurance Requirements

All Insurance Companies Providing Coverage Shall Be Licensed To Do Business In The State Of Ohio.

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the items indicated below. A Certificate of Insurance reflecting the required coverage and amount must be submitted with the Contractor's response. FCPH must be identified as **additional insured, project name, and the RFP number** must be included on the Certificate of Insurance. If there is any change in the Contractor's insurance carrier or liability amounts, a new certificate must be provided to FCPH within seven (7) calendar days of change.

Comprehensive General Liability: up to \$1,000,000 single limit occurrence including coverage for: a) Personal Injury Liability: all sums, which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees; b) Broad form Property Damage Liability; c) products and completed operations; d) premises and completed operations; and e) contractual liability insuring the obligations assumed by the Contractor under the Contract. This insurance does not apply or shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the FCPH, its officers, employees or agents.

Automobile Liability Insurance: all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance or use of any automobile.

Excess Annual Aggregate Limit: \$1,000,000 dollars.

During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. FCPH may require the Contractor to provide respective certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered as default.

Section 5 TIME OF PERFORMANCE

Section 5.01 Time of Contract

The Contract commencement date and expiration date is set forth in Section 3 and is subject to the approval of the Board of the Health of the Franklin County General Health District, but the commencement date for each participating jurisdiction shall be set forth under their respective names. This Contract will remain in effect until the end date as noted on the Contract or until the Contract is fully performed by both parties or until it terminates in accordance with the termination language of the Contract.

Section 5.02 Contract Extension and Price Increase

There will be no contract extension options available for this contract.

Section 5.03 Contract Extension at the End of Any Contract Period

The contract shall automatically remain in effect for up to 90 days, at the option of FCPH, to allow for the award of a new proposal or completion of the contract extension.

Section 6 INVOICING, PAYMENT AND TAXES

Section 6.01 Standard Invoice and Payment

The Contractor shall invoice FCPH for CDC Light Traps and La Cross Encephalitis Surveillance. The Contractor shall invoice FCPH twice per year on March 31st and September 30th by dividing the total cost of the CDC Light Traps and La Cross Encephalitis Surveillance program into two equal payments.

The Contractor shall invoice the participating jurisdiction independently for all other Integrated Mosquito Management services selected by the Participating Jurisdiction, as noted in Appendix E Pricing. Mosquito Larvae/Pupae Control and Treatment invoices will be charged to each participating jurisdiction and invoiced quarterly for only the square footage of larvicide and pupicide applied during that quarter and for the square footage elected by the participating jurisdiction, as outlined in the applicable Appendix E. Storm Drain and Catch Basin Treatment and Efficacy invoices will be charged to each participating jurisdiction and invoiced quarterly based on the per unit cost provided by the proposer only for the actual number of storm drain and catch basin locations that require treatment or monitoring to determine efficacy of treatment during that quarter, as outlined in the applicable Appendix E. Gravid Traps, RAMP testing and additional RAMP testing and Adult Control and Barrier Treatments shall be invoiced to each participating jurisdiction in four quarterly installments per year by calculating the total cost per year and equally dividing over four quarters, as outlined in the applicable Appendix E. Detailed billing information, including contact persons, for each Jurisdiction will be provided to the awarded proposer upon contract award.

Any and all jurisdictions/entity authorized to utilize this Contract, outside the responsibility of Franklin County, is responsible for all orders, invoices, payment, and / or tracking and the Contractor acknowledges and agrees that it shall not attempt to collect from FCPH any monies arising out of the financial obligations that a participating jurisdiction has agreed to pay. All invoices must be submitted using a standard billing form on Contractor's letterhead. Each invoice must contain, at a minimum:

- 1) Jurisdiction Name
- 2) Service provided (Ramp, Adult Mosquito Control, etc.)
- 3) Date of Report and Billing period
- 4) Pricing (must match contract pricing)
- 5) Remit to address
- 6) Customer service telephone number

Section 6.02 Payment Due Date

FCPH and each participating jurisdiction normally makes payments within 45-days from the day the invoice is received and/or acceptance of supplies or services. Agencies only process an invoice for payment after delivery and acceptance of the ordered supplies or services have been completed or transpired. FCPH and each participating jurisdiction will not pay late fees, interest, or other penalties for later payment, unless otherwise stated. Any and all jurisdictions/entity authorized to utilize this Contract, outside the responsibility of FCPH, is responsible for all orders, invoices, payment, and / or tracking.

Section 6.03 Taxes

FCPH, its participating jurisdictions and the agencies therein responsible for are exempt from all federal, state, and local taxes. Participating jurisdictions will not pay any taxes on supplies or services purchased from a Contractor, unless the Special Contract terms and conditions state otherwise. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

Section 7 CONTRACT ADMINISTRATION AND REPORTS

Section 7.01 Contract Administration

FCPH will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions, and specifications of the Contract. If any participating jurisdiction observes any infraction(s), such shall be documented and conveyed to FCPH or the Franklin County Purchasing Department for immediate remedy. The Contractor will be notified by FCPH and/or Franklin County Purchasing Department and failure for the Contractor to rectify the infraction(s) may result in Contractor being deemed in default, whereas, FCPH may apply the termination clauses of this Contract.

Section 7.02 Usage Reports

FCPH may request various reports regarding performance of this contract in accordance with Appendix F (Specifications and Scope of Work). The Contractor will respond to such requests in a timely manner and at no charge to the FCPH or any/all participating jurisdictions.

Section 7.03 Quality Assurance and Inspections

The Contractor is responsible for the quality of the equipment, supplies and services provided to FCPH under this contract. "Supplies" as used in this section includes but is not limited to chemicals, vehicles, sprayers, applicators, and other materials.

FCPH will be responsible for monitoring and enforcing all of the provisions on behalf of the participating jurisdictions. FCPH reserves the right to inspect all supplies provided under this contract to include the storage of those supplies. If during the course of the inspection of the supplies FCPH determines that the supplies are non-conforming to the specifications or that they have expired per the manufacturers' usage dates, the Contractor shall be required to replace said supplies at no cost to FCPH or any/all participating jurisdictions. Failure to replace the supplies will be considered a default of the contract.

FCPH reserves the right to inspect the application of all pesticides used in the performance of this contract. FCPH shall perform inspections in manner that will not unduly delay the work. If during the course of the inspections FCPH determines that the Contractor is not applying the chemicals to the manufacturers' recommended procedures, FCPH reserves the right to stop the process and require the Contractor to correct their application process at no cost to FCPH or any/all participating jurisdictions. If the Contractor fails to correct the application process it will be considered a default of the contract.

Section 7.04 Warranties

Unless otherwise stated, all supplies shall be new and unused and only when authorized, recycled or refurbished products. All products shall carry manufacturer warranties. The Contractor warrants all supplies to be free from defects in labor, material, and manufacturing and to be in compliance with the Contract specifications. FCPH and each participating jurisdiction reserves the right to request all warranty documentation. The Contractor shall provide warranty information requests within seven (7) calendar days. Failure to provide requested reports within seven (7) calendar days, after notification, may be deemed as default.

Section 8 CONTRACT CANCELLATION; TERMINATION; REMEDIES

Section 8.01 Contract Cancellation

FCPH may cancel this Contract Upon any one of the following events. The cancellation will be effective on the date delineated by County.

1) 90-Day Notice Termination

FCPH and all participating jurisdictions, cities and townships reserve the right to terminate the resulting contract immediately by giving the vendor 90-days written notification. If this Contract is terminated for convenience, FCPH shall be liable only for payment under the payment provisions of the resulting contract for goods and services rendered before the effective date of termination.

2) Non-Appropriation of Funds

This Contract is contingent upon FCPH and participating jurisdictions budgeting and appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event that the funds necessary for the continuation of this Contract are not approved for expenditure in any year or if appropriations are cancelled during the fiscal year, FCPH reserves the right to allow any jurisdiction, city or township to withdraw their portion of Integrated Mosquito Management services due to lack of funds. Contract shall terminate on the last day of the fiscal year in which funding was approved or upon notification that funding was cancelled, without penalty to FCPH and any jurisdiction, city or township. FCPH and the jurisdiction, city or township will provide the Contractor with written notification within 10 business days after being notified that the funding is no longer approved or has been cancelled. Withdrawing jurisdictions will also notify FCPH within 10 business days after being notified that the funding is no longer approved or has been cancelled. No matter how many jurisdictions, cities or townships withdraw from this contract due to non-appropriation of funds, the Contractor must continue to honor all integrated mosquito management services to all remaining jurisdictions, cities and townships as contracted.

3) Cancellation for Failure to Retain Certification

Pursuant to the requirements as stated in the Contract, all certifications and / or registrations must be maintained for the life of the Contract. Failures to renew and certification(s) or the de-certification by certifying entity, may result in the immediate termination of the Contract.

4) Cancellation for Financial Instability

FCPH may cancel this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

Section 8.02 Termination for Default

FCPH may, subject to the paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- a) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- b) Make progress, so as to endanger performance of this contract.

1) FCPH **may exercise** its right to terminate this contract under this Section of the contract if after receipt of the notice from FCPH specifying the failure the Contractor **does not offer a plan to cure** such failure within 10-days (or more if authorized in writing by Franklin County). This paragraph only requires that the Contractor present their plan and timeline in which they intend to cure the failure.

2) If FCPH terminates this contract in whole or in part, for default under this Section 8.02 it may acquire, under the terms and in the manner, FCPH considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to FCPH for any excess costs for those supplies or services. The maximum amount of liability of the Contractor shall not exceed the total amount of Administrative Service fees that have been paid to the Contractor as of the termination date of the contract. However, the contractor shall continue the work not terminated.

3) Force Majeure: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

4) If failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of the Contractor and subcontractor, and without fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

5) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Franklin County.

Section 8.03 Actual Liabilities

Contractor is liable for all damages caused by the Contractor's default or gross negligence. FCPH may buy substitute services or supplies, from a third party, for those that were to be provided by the Contractor. FCPH may recover the costs associated with acquiring substitute supplies or services, less any expense or costs saved by Contractor's default, from Contractor. The maximum amount of liability to the Contractor shall not exceed the total amount of payments that have been paid to the Contractor as of the termination date of the contract.

Section 9 CERTIFICATIONS AND AFFIDAVITS

Section 9.01 Contractor's Warranty against an Unresolved Finding for Recovery

Ohio Revised Code (O.R.C.) §9.24 prohibits the County or any of its agencies from awarding a contract to any Contractor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By submitting a proposal, Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior to the award of any contract arising out of the ITB, without notifying the County of such finding.

Section 9.02 Suspension and Debarments

The County will not award a Contract for goods or services, funded in whole or in part with Federal funds, to a person or vendor who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System <https://epls.arnet.gov/>.

Section 9.03 Legal Compliance

The Contractor must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this proposal including applicable state and federal laws regarding drug-free work places. The Contractor will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the work specified in this proposal.

Section 9.04 Workers' Compensation Provision

The Contractor shall be required to carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law. Unless otherwise listed in the proposal specifications, the awarded Contractor will be required to provide said certificate within seven (7) calendar days after notification of award to: Franklin County Public Health, Memorial Hall, 280 E. Broad St., Columbus, OH 43215. Failure to provide certificate within the stated time period may deem the Contractor as non-responsive and dismissal of award recommendation. Failure to maintain Workers' Compensation Liability Insurance coverage as required by law and any renewal thereto will be considered as a default.

Section 9.05 Non-Collusion Certification

By the signature affixed on Appendix A Exhibit 1 (*Non-Collusion Affidavit*) of the Proposal, the Contractor certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing proposal; that such proposal is genuine and not collusive or sham; that Contractor has not colluded, conspired or agreed, directly or indirectly, with any Contractor or person, to put in a sham proposal; or colluded or conspired to have another not proposal and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the proposals price of its proposal or any other Contractor, or that of any other Contractor, or to secure any advantage against any Contractor or any person or persons interested in the proposed contract and that all statements contained in the proposal are true; and further, that the Contractor has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

Section 9.06 Non-Discrimination / Equal Opportunity Provisions

By the signature affixed on Appendix A Exhibit 2 (*Non-Discrimination / Equal Opportunity Affidavit*), the Contractor certifies that he/she complies with all applicable laws regarding Non-Discrimination / Equal Opportunity. All contractors must be willing to enter a contract containing the express language contained in §125.111 of the Ohio Revised Code, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by §153.59 of the Ohio Revised Code, in the case of construction contracts by which the contractor agrees to both of the following: That in the hiring of employees for the performance of work under the contract or any subcontract the Contractor or subcontractor shall not, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen

of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That the Contractor, subcontractor, or any person acting on behalf of any Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

The Contractors shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, the Contractor agrees to file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights commission and the Minority Business Development Office established under §122.92 of the Ohio Revised Code.

Section 9.07 Delinquent Personal Property Taxes

By the signature affixed on Appendix A Exhibit 3 (*Delinquent Personal Property Taxes*) of the Proposal, the Contractor certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Franklin County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Franklin County, Ohio.

Section 9.08 Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in a Contractor receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. **Prior to award** of the contract, the successful Contractor shall complete the DMA Form (attached Appendix A-4). Affixing a signature on Appendix A Exhibit 4 (Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization) of the Proposal, the Contractor certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer "yes" to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (attached with the DMA form).

Section 10 SPECIAL CONSIDERATIONS

Section 10.01 Jurisdictions Obtaining Services in Subsequent Years

Any Jurisdiction that does not participate in the Integrated Mosquito Program during the first year of the contract due to financial constraints or due to the fact that they are performing the services internally may elect to participate during subsequent years in accordance with the terms of this Section.

If a Jurisdiction elects to participate in subsequent years may only do so if they provide written notice to FCPH and the Contractor within 60 days of the anniversary date of the award of the contract of their intent to participate and the level of services that are being required. If the jurisdiction provides the notice in accordance with this Section, such jurisdiction, FCPH and the Contractor shall enter into a separate agreement to document the services to be provided by the Contractor as well as the negotiated pricing sheet that is applicable to the Jurisdiction's election.

If such election is not made in accordance with the terms of this Section, FCPH and the Contractor, in their sole and absolute discretion, can agree to waive the notice requirement by entering into separate agreement to document the services to be provided by the Contractor as well as the negotiated pricing sheet that is applicable to the Jurisdiction's election.

Section 10.02 Vehicle Registration

The Contractor shall maintain a copy of the current vehicle registration, insurance, and license (when applicable) in each vehicle.

The Contractor shall ensure that all vehicles used in the performance of this contract:

- 1) Shall be maintained in a state of good repair that will allow for safe transport.
- 2) Shall have clean interior that is in good condition (free from tears or rips in upholstery).
- 3) Shall have a clean exterior that is free of large dents.
- 4) Shall be currently registered in Franklin County, State of Ohio, and have current Ohio license plates affixed to the vehicles.
- 5) Shall have at all times the vehicle is used for services under this contract signage provided by FCPH affixed to the vehicle which identifies it as FCPH mosquito management program.
- 6) For any individual who is driving the Contractor's vehicle in the performance of services under this Agreement, the Contractor shall also conduct appropriate due diligence on such individual's driving record and ensure that the individual has a current and valid driver's license.

The Contractor shall have Certificates of Insurance providing that during the term of the contract the Contractor shall be insured at all locations where it undertakes business operations for the types of insurance and limits of liability as indicated above. Upon request, copies of these Certificates shall be made available to FCPH.

- 1) These policies shall contain the following special provisions: The Contractor agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be delivered to Franklin County Public Health located at 280 E. Broad Street, Columbus, OH 43215.

The Contractor shall notify FCPH within 24 hours of any adverse incidents or traffic accidents while performing services under this contract and document the notification on an adverse incident report. This adverse incident report shall be forwarded to the FCPH.

The Contractor shall notify FCPH in writing 30 days in advance if they intend to replace any vehicle. Any vehicle that is replaced shall meet all requirements as stated above.

Section 10.03 Equipment

The Contractor shall notify FCPH in writing 30 days in advance if they intend to replace or add any equipment that is used for mosquito control. This equipment shall be approved by FCPH.

The Contractor shall notify FCPH within 24 hours of any equipment that breaks down, is out of commission or is unable to perform according to any standards set forth in this contract.

The Contractor is assumes all liability of storing any and all equipment in FCPH operations site of the mosquito management program. FCPH reserves the right to inspect any and all equipment at any time.

Section 10.04 Background Checks

Contractor is required to prudently screen all employees that will perform any type of work under the terms of these Specifications. Background and police checks must be a part of this screening. Before any new applicator is assigned to a Franklin County facility, FCPH shall be furnished an original copy of the Franklin County Sheriff's Check consisting of the following: (1) FBI Check, (2) BCI Check, (3) Franklin County Sheriff's Check, and (4) County of Residence Check. Under no condition shall a Contractor employee(s) perform duties without a complete background check issued by the Franklin County Sheriff's Department. No convicted felons or chronic offenders shall be used at any FCPH facility. Employees of the Contractor are subject at all times to searches, polygraph testing and finger printing by the Franklin County Sheriff's Department.

Investigations must consist of a complete check of the applicant's employment record for the prior ten (10) year period or beginning at 19 years of age.

The Contractor must contract the Sheriff's Department (614) 462-3191 to schedule an appointment for background checks. The Contractor must provide a letter of authorization to the Sheriff's Department naming Contractor's employees to receive a background check. All contractor employees must report to the Franklin County Sheriff's Department Photo Lab, 410 South High Street, Fifth Floor, Columbus, OH 43215. The amount of the background check is \$50.00. The Contractor must make payment directly to the Franklin County Sheriff's Department.

IN WITNESS WHEREOF, the parties of this contract have hereunto set their hands and seal and have executed this Contract on the day and year written below.

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

Daniel Markowski, PhD, COO

Date

FRANKLIN COUNTY GENERAL HEALTH DISTRICT,
doing business as: FRANKLIN COUNTY PUBLIC HEALTH

Susan A. Tilgner, MS, RD, LD, RS
Health Commissioner

Date

APPROVED AS TO FORM:
Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney

Date: _____

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ACKNOWLEDGEMENT

The undersigned jurisdiction hereby agrees to participate in this program, effective as of the date set forth below the signature, and shall pay the Contractor consistent with the terms of Appendix E attached hereto for the services provided by the Contractor to each such participating jurisdiction.

CITY OF GAHANNA

Mayor Becky Stinchcomb

Date

EFFECTIVE DATE: _____
(Complete as March 1, 2011 unless otherwise specified)

Larvae/Pupae Control and Treatment: Vendor is to provide a Unit Cost Per Square Foot and a Total Cost based upon the Estimated Quantity
Storm Drain/Catch Basin Location Treatment & Efficacy: Vendor is to provide the Unit and Total Cost based upon the Estimated Quantity
Gravid Traps, RAMP and Additional RAMP: Vendor is to provide a Unit Cost and Total Cost based on the quantity listed multiplied by the unit cost.
Adult Control and Barrier Treatments: All inclusive; Vendor is to provide a Total Cost for each Jurisdiction.

*Indicates where no historical location or treatment data is available to FCBH.

Description	Quantity	Unit Cost	TOTAL COST
Bexley			
Larvae/Pupae Control and Treatment (Estimated)	200 sq. ft.	\$0.03 per sq. ft.	\$6.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	150 ea	\$4.83 ea	\$724.50
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$2,530.00
		TOTAL:	\$5,838.69

Dublin			
Larvae/Pupae Control and Treatment (Estimated)	500,000 sq. ft.	\$0.03 per sq. ft.	\$15,000.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	500 ea	\$4.83 ea	\$2,415.00
Gravid Traps	5 ea	\$2,267.69 ea	\$11,338.45
RAMP	75 ea	\$20.70 ea	\$1,552.50
Additional RAMP	150 ea	\$20.70 ea	\$3,105.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$5,117.50
		TOTAL:	\$38,528.45

Gahanna			
Larvae/Pupae Control and Treatment (Estimated)	200,000 sq. ft.	\$0.03 per sq. ft.	\$6,000.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	300 ea	\$4.83 ea	\$1,449.00
Gravid Traps	3 ea	\$2,267.69 ea	\$6,803.07
RAMP	45 ea	\$20.70 ea	\$931.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$4,082.50
		TOTAL:	\$19,266.07

Grandview Heights			
Larvae/Pupae Control and Treatment (Estimated)	1,000 sq. ft.	\$0.03 per sq. ft.	\$30.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	125 ea	\$4.83 ea	\$603.75
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$1,725.00
		TOTAL:	\$4,936.94

Grove City			
Larvae/Pupae Control and Treatment (Estimated)	300,000 *sq. ft.	\$0.03 per sq. ft.	\$9,000.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	350 * ea	\$4.83 ea	\$1,690.50
Gravid Traps	3 ea	\$2,267.69 ea	\$6,803.07
RAMP	45 ea	\$20.70 ea	\$931.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$2,530.00
		TOTAL:	\$20,955.07

Hilliard			
Larvae/Pupae Control and Treatment (Estimated)	200,000 sq. ft.	\$0.03 per sq. ft.	\$6,000.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	350 ea	\$4.83 ea	\$1,690.50
Gravid Traps	3 ea	\$2,267.69 ea	\$6,803.07
RAMP	45 ea	\$20.70 ea	\$931.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$4,571.25
		TOTAL:	\$19,996.32

Description	Quantity	Unit Cost	TOTAL COST
Reynoldsburg			
Larvae/Pupae Control and Treatment (Estimated)	200,000 sq. ft.	\$0.03 per sq. ft.	\$6,000.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	350 ea	\$4.83 ea	\$1,690.50
Gravid Traps	3 ea	\$2,267.69 ea	\$6,803.07
RAMP	45 ea	\$20.70 ea	\$931.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$3,047.50
		TOTAL:	\$18,472.57

Upper Arlington			
Larvae/Pupae Control and Treatment (Estimated)	20,000 sq. ft.	\$0.03 per sq. ft.	\$600.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	400 ea	\$4.83 ea	\$1,932.00
Gravid Traps	2 ea	\$2,267.69 ea	\$4,535.38
RAMP	30 ea	\$20.70 ea	\$621.00
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$3,277.50
		TOTAL:	\$10,965.88

Village of Canal Winchester			
Larvae/Pupae Control and Treatment (Estimated)	10,000 sq. ft.	\$0.03 per sq. ft.	\$300.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	200 ea	\$4.83 ea	\$966.00
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$2,242.50
		TOTAL:	\$6,086.69

Village of Marble Cliff			
Larvae/Pupae Control and Treatment (Estimated)	1,000 sq. ft.	\$0.03 per sq. ft.	\$30.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	15 ea	\$4.83 ea	\$72.45
Gravid Traps	0 ea	\$2,267.69 ea	\$0.00
RAMP ¹	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$287.50
		TOTAL:	\$700.45
¹ RAMP tests to be billed to Marble Cliff but used in Grandview Heights			

Village of New Albany			
Larvae/Pupae Control and Treatment (Estimated)	10,000 sq. ft.	\$0.03 per sq. ft.	\$300.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	175 ea	\$4.83 ea	\$845.25
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$1,725.00
		TOTAL:	\$5,448.44

Village of Urbancrest			
Larvae/Pupae Control and Treatment (Estimated)	5,000 * sq. ft.	\$0.03 per sq. ft.	\$150.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	50 * ea	\$4.83 ea	\$241.50
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$598.00
		TOTAL:	\$3,567.69

Description	Quantity	Unit Cost	TOTAL COST
Clinton Twp			
Larvae/Pupae Control and Treatment (Estimated)	2,000 sq. ft.	\$0.03 per sq. ft.	\$60.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	200 ea	\$4.83 ea	\$966.00
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$1,523.75
TOTAL:			\$5,127.94

Franklin Twp			
Larvae/Pupae Control and Treatment (Estimated)	10,000 sq. ft.	\$0.03 per sq. ft.	\$300.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	200 ea	\$4.83 ea	\$966.00
Gravid Traps	2 ea	\$2,267.69 ea	\$4,535.38
RAMP	30 ea	\$20.70 ea	\$621.00
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$2,530.00
TOTAL:			\$8,952.38

Hamilton Twp			
Larvae/Pupae Control and Treatment (Estimated)	10,000 sq. ft.	\$0.03 per sq. ft.	\$300.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	150 ea	\$4.83 ea	\$724.50
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$1,523.75
TOTAL:			\$5,126.44

Madison Twp			
Larvae/Pupae Control and Treatment (Estimated)	40,000 sq. ft.	\$0.03 per sq. ft.	\$1,200.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	250 ea	\$4.83 ea	\$1,207.50
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$2,026.88
TOTAL:			\$7,012.57

Mifflin Twp			
Larvae/Pupae Control and Treatment (Estimated)	5,000 sq. ft.	\$0.03 per sq. ft.	\$150.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	50 ea	\$4.83 ea	\$241.50
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$1,523.75
TOTAL:			\$4,493.44

Norwich Twp			
Larvae/Pupae Control and Treatment (Estimated)	10,000 sq. ft.	\$0.03 per sq. ft.	\$300.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	100 ea	\$4.83 ea	\$483.00
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$1,121.25
TOTAL:			\$4,482.44

Description	Quantity	Unit Cost	TOTAL COST
Perry Twp			
Larvae/Pupae Control and Treatment (Estimated)	2,000 sq. ft.	\$0.03 per sq. ft.	\$60.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	25 ea	\$4.83 ea	\$120.75
Gravid Traps	1 ea	\$2,267.69 ea	\$2,267.69
RAMP	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$819.38
TOTAL:			\$3,578.32

Plain Twp			
Larvae/Pupae Control and Treatment (Estimated)	5,000 sq. ft.	\$0.03 per sq. ft.	\$150.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	75 ea	\$4.83 ea	\$362.25
Gravid Traps	0 ea	\$2,267.69 ea	\$0.00
RAMP ²	15 ea	\$20.70 ea	\$310.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$920.00
TOTAL:			\$1,742.75

² RAMP tests to be billed to Plain Township but used in New Albany

Pleasant Twp			
Larvae/Pupae Control and Treatment (Estimated)	50,000 sq. ft.	\$0.03 per sq. ft.	\$1,500.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	200 ea	\$4.83 ea	\$966.00
Gravid Traps	2 ea	\$2,267.69 ea	\$4,535.38
RAMP	30 ea	\$20.70 ea	\$621.00
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$920.00
TOTAL:			\$8,542.38

Prairie Twp			
Larvae/Pupae Control and Treatment (Estimated)	50,000 sq. ft.	\$0.03 per sq. ft.	\$1,500.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	200 ea	\$4.83 ea	\$966.00
Gravid Traps	3 ea	\$2,267.69 ea	\$6,803.06
RAMP	45 ea	\$20.70 ea	\$931.50
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$2,530.00
TOTAL:			\$12,730.56

Sharon Twp			
Larvae/Pupae Control and Treatment (Estimated)	2,000 sq. ft.	\$0.03 per sq. ft.	\$60.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	50 ea	\$4.83 ea	\$241.50
Gravid Traps	2 ea	\$2,267.69 ea	\$4,535.38
RAMP	30 ea	\$20.70 ea	\$621.00
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$1,121.25
TOTAL:			\$6,579.13

Washington Twp			
Larvae/Pupae Control and Treatment (Estimated)	20,000 sq. ft.	\$0.03 per sq. ft.	\$600.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	100 ea	\$4.83 ea	\$483.00
Gravid Traps	0 ea	\$2,267.69 ea	\$0.00
RAMP	0 ea	\$20.70 ea	\$0.00
Additional RAMP	0 ea	\$20.70 ea	\$0.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$718.75
TOTAL:			\$1,801.75