

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

This contract entered into by and between Vector Disease Control International LLC (hereinafter referred to as "Contractor") and the Board of Franklin General Health District (hereafter referred to as "FCPH") pursuant to and under the authority of Resolution No.13-119, passed November 12, 2013 for Integrated Mosquito Management services, and each participating jurisdiction that signs and acknowledges this Contract.

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

Section 1 ADMINISTRATIVE AND SPECIFICATION REQUIREMENTS

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

- a) The signed contract and all attached documents
- b) RFP# 2013-66-09 submitted by the contractor
- c) Franklin County original Request for proposal

Section 2 PRICING AND DELIVERY OF SERVICE

Payments will be made in accordance with the fee payment schedule stipulated in paragraph 6.01. The Contractor must provide all services in accordance with the terms and conditions of the contract and as offered in the contractor's proposal.

Section 3 TERM OF CONTRACT

It is anticipated that the initial contract term will be for three years, commencing on January 1, 2014 and ending on December 31, 2016 with the option to extend for two (2) additional one-year periods.

Section 4 MISCELLANEOUS TERMS

Section 4.01 Standard of Care

Offeror will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated administrator of claims would exercise under similar circumstances.

Section 4.02 Indemnification

The contractor shall assume the defense of, indemnify, and save harmless FCPH, Franklin County and all Franklin County Agencies, including public officials, and employees acting in the course of their employment, but not as Members 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 and including Contractor's employees and agents.

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 required to provide a performance bond in the amount of 100% of the total amount proposed for the first year of the contract period, within ten (10) days after approval of a contract by the Franklin County Board of Health. The Contractor must also provide the FCPH with a performance bond at least (ten) 10 days prior to the anniversary date of contract award and the required performance bond amount may stay the same, decrease or increase based upon the number of participating jurisdictions. The Bidder must submit the name and address of the surety company who will provide this performance bond in Appendix C.

Section 4.05 Ethics

All Offerors and employees of FCPH are bound by the Ethics Laws of Ohio. Any Offeror 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 receives any such request for any Confidential Information, it will promptly notify Contractor of the request to enable Contractor to take whatever action it deems appropriate to seek protection from disclosure. If Contractor fails to take any action within ten (10) days of such notice, FCPH may make such disclosure without any liability to Contractor.

Section 4.07 Subcontracting

Offeror confirms that it will be the primary contractor who will be performing the work under the Contract. Offeror may use subcontractors for portions of the work under the Contract, but Offeror 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, Offeror provided FCPH with a list of subcontractors it currently uses. Offeror 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 Franklin County's written consent is void and may be subject to termination of the contract. FCPH may assert against an assignee any claim or defense FCPH may have against the assignor.

Section 4.09 Record Keeping

The contractor will keep all financial records consistent with Generally Accepted Accounting Principles (GAAP). During the period covered by the contract and is required to provide the FCPH, or their designated representative, authorized representatives (for the contractor), and any person or agency instrumentally involved in providing financial support for the contract work access and right to examine any books, documents, papers, or records related to this contract. Claims documentation may be reviewed through a formal Audit and are not subject to the work access requirements set forth in this paragraph.

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 the FCPH, Franklin County Purchasing and 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 must 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 Offeror'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 Vendor 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 Offeror, 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 exact Contract commencement date and expiration date shall be set forth in the negotiated contract. The contract is effective on the later of the Effective date or the date upon the signatures of the FCPH. The Contract beginning date is subject to the approval of the Board of the Public Health of the Franklin County General Health District, but the commencement date for each participating jurisdiction shall be set forth under 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

Once extension contracts are agreed to, all prices during the contract extension periods will be firm and fixed for that extension period.

The vendor, unless otherwise stated, may request up to a 1 ½ % price or unit cost increase 45-days before the extension date of the contract. Pricing under any Contract extension will be firm and fixed for the extension period. All price increase requests must have verifiable justification.

Franklin County may request, based on economic conditions, a price decrease with verifiable justification prior to granting any Contract extension.

Any justified price increases or decreases for the extension periods must be approved by the contracted agency(s) and by the Board of Franklin County Commissioners.

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 Franklin County Public Health for La Cross Encephalitis Surveillance. The Contractor shall invoice Franklin County Public Health twice per year on March 31st and September 30th by dividing the total cost of the 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 E3 Pricing – Final Negotiated Services Pricing (attached to this contract). Mosquito Larvae/Pupae Control and Treatment invoices will be charged to each jurisdiction and invoiced quarterly for only the square footage of larvicide and pupicide applied during that quarter. 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. 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. 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. 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 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 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 Contractors performance and compliance with the terms, conditions, and specifications of the Contract. If any agency observes any infraction(s), such shall be documented and conveyed to the FCPH or the Franklin County Purchasing Department for immediate remedy. The Contractor will be notified by the 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 the FCPH determines that the Contractor is not applying the chemicals to the manufacturers' recommended procedures, the 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. The County 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, village 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, village or township. FCPH and the jurisdiction, city, village 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, villages 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. The 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 Board of 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 Offeror 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 Offeror, or that of any other Offeror, or to secure any advantage against any Offeror 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, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, disability or military status, 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 no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, 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, disability or military status, national origin, or ancestry.

All Contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services 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, each such Contractor shall 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 they are 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 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 Provider shall maintain a copy of the current vehicle registration, insurance, and license (when applicable) in each vehicle.

The Provider 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 as an individual's driving record and ensure that the individual has a current and valid driver's license.

The Provider shall have Certificates of Insurance providing that during the term of the contract the Provider 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 Company 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 the Franklin County Public Health located at 280 E. Broad Street, Columbus, OH 43215.

The Provider 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 Provider 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 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.

Section 10.05

Green Initiatives

By adoption of Resolution 683-06, the Franklin County Board of Commissioners established the County's commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs. In that spirit, the County (a) promotes the purchase and use of products and services that enhance environmental, social and economic health; (b) develops waste management policies that reduce the amount of materials directed to landfills for disposal; and, (c) improves air quality through environmentally appropriate fleet management practices concerning vehicle performance and use of alternative fuels.

It is Franklin County's intention to purchase goods that are manufactured using the least amount of new materials, the least amount of energy for their production and which make the least contribution to environmental pollution. In addition, it is Franklin County's intent to do business with providers of goods and service who promote sustainable environmental policies within their own businesses and while doing business with Franklin County.

In order to meet the intent of the Board of Commissioners' environmental and sustainability policy, vendors shall provide information in their bids, bids or offers concerning the manufacturing processes used to produce their offered product; the percentage amount of recycled material contained in the product; the percentage amount of the item that can be recycled; and, whether the product meets EPA standards or has received certification/approval from an independent third party organization such as "Green Seal", "Indoor Advantage", "Eco Logo" or "Energy Star".

To enable the Board to make selections consistent with this policy, vendors may submit a bid, bid or offer Proposing alternative products to the goods that were bid or specified. Affixing a company name to Appendix H – Commitment To Promoting Fuel Efficiency And Reducing Air Pollution of the Bid, the Contractor certifies that it supports the Franklin County Commissioners' "Green" philosophy and initiatives.

Section 10.06

Notices

All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by telecopier or by e-mail. Notice shall be sent to the following addresses:

To the Contractor:

Dan Markowski, PhD
Vector Disease Control International, LLC
950 North Broadway
Suite B
Greenville, MS 38701
Telephone: (800) 413-4445 direct
Facsimile: (662) 332-7558 fax

If to the County:

Charlie Broschart, R.S.
Environmental Health Division Manager
Franklin County Public Health
280 East Broad Street
Columbus, OH 43215-4562
Telephone: (614) 525-3849 direct
Facsimile: (614) 525-3851 fax

With a copy to:

Franklin County Purchasing Department
Attention: Purchasing Director
373 S. High Street, 25th Floor
Columbus, OH 43215
Telephone: (614) 525-7266
Facsimile: (614) 525-3144

Section 10.07 Governing Law/Venue

This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such courts.

Section 10.08 Entire Agreement/Amendment/Waiver

This Contract and its exhibits and schedules and any documents referred to herein or annexed hereto constitute the complete understanding of the parties. This Contract shall not be changed, modified, terminated or amended except by a writing signed by a duly authorized officer of each party to this Contract. Any waiver must be in writing. Any waiver shall constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party. For purposes of any amendments or waivers, such amendment and waivers shall only be binding against the County if signed by the Board of County Commissioners.

Section 10.09 Time of the Essence

The time limits and time lines set forth herein are of the essence of this Agreement. The Contractor has reviewed and approved all such time limits and time lines and confirms that all such limits are reasonable periods of time for its performance hereunder. Notwithstanding the foregoing, Contractor will not be responsible for delays or nonperformance caused by the County.

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

**Franklin County General Health District,
d.b.a. Franklin County Public Health**

Susan A. Tilgner, M.S., R.D., L.D., R.S
Health Commissioner

Date

Vector Disease Control International LLC

Dan Markowski, PhD
COO

Date

Participating Jurisdiction: _____

Authorized Signature

Date

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

By: _____
Assistant Prosecuting Attorney

Date: _____

EFFECTIVE DATE: January 1, 2014
(Unless otherwise specified)

APPENDIX E3 PRICING – FINAL NEGOTIATED SERVICES PRICING
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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 FCPH.

Description	Quantity	Unit Cost	TOTAL COST
City of Bexley 2014-16			
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	\$ 4.93 ea	\$ 739.50
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 2,730.00
		TOTAL:	\$ 6,104.00
City of Canal Winchester 2014-16			
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	\$ 4.93 ea	\$ 986.00
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 2,420.00
		TOTAL:	\$ 6,334.50
City of Dublin 2014-16			
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	\$ 4.93 ea	\$ 2,465.00
Gravid Traps	5 ea	\$2,270.00 ea	\$ 11,350.00
RAMP	75 ea	\$ 23.90 ea	\$ 1,792.50
Additional RAMP	150 ea	\$ 23.90 ea	\$ 3,585.00
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 5,522.00
		TOTAL:	\$ 39,714.50
City of Gahanna 2014-16			
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	\$ 4.93 ea	\$ 1,479.00
Gravid Traps	3 ea	\$2,270.00 ea	\$ 6,810.00
RAMP	45 ea	\$ 23.90 ea	\$ 1,075.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 4,408.00
		TOTAL:	\$ 19,772.50
City of Grandview Heights 2014-16			
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	\$ 4.93 ea	\$ 616.25
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,864.00
		TOTAL:	\$ 5,138.75

Description	Quantity	Unit Cost	TOTAL COST
City of Grove City 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 1,725.50
Gravid Traps	3 ea	\$2,270.00 ea	\$ 6,810.00
RAMP	45 ea	\$ 23.90 ea	\$ 1,075.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 2,730.00
		TOTAL:	\$ 21,341.00
City of Groveport 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 986.00
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,864.00
		TOTAL:	\$ 6,978.50
City of Hilliard 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 1,725.50
Gravid Traps	3 ea	\$2,270.00 ea	\$ 6,810.00
RAMP	45 ea	\$ 23.90 ea	\$ 1,075.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 4,934.00
		TOTAL:	\$ 20,545.00
City of New Albany 2014-16	Quantity	Unit Cost	TOTAL COST
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)	175 ea	\$ 4.93 ea	\$ 862.75
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,864.00
		TOTAL:	\$ 5,955.25
City of Pickerington 2014-16	Quantity	Unit Cost	TOTAL COST
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)*	250 ea	\$ 4.93 ea	\$ 1,232.50
Gravid Traps	2 ea	\$2,270.00 ea	\$ 4,540.00
RAMP	30 ea	\$ 23.90 ea	\$ 717.00
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 2,730.00
		TOTAL:	\$ 15,219.50

Description	Quantity	Unit Cost	TOTAL COST
City of Reynoldsburg 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 1,725.50
Gravid Traps	3 ea	\$2,270.00 ea	\$ 6,810.00
RAMP	45 ea	\$ 23.90 ea	\$ 1,075.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 3,288.00
		TOTAL:	\$ 18,899.00
City of Upper Arlington 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 1,972.00
Gravid Traps	2 ea	\$2,270.00 ea	\$ 4,540.00
RAMP	30 ea	\$ 23.90 ea	\$ 717.00
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 3,536.00
		TOTAL:	\$ 11,365.00
City of Westerville 2014-16	Quantity	Unit Cost	TOTAL COST
Larvae/Pupae Control and Treatment (Estimated)	600,000 sq. ft.	\$ 0.03 per sq. ft.	\$ 18,000.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	600 ea	\$ 4.93 ea	\$ 2,958.00
Gravid Traps	4 ea	\$2,270.00 ea	\$ 9,080.00
RAMP	60 ea	\$ 23.90 ea	\$ 1,434.00
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 5,052.00
		TOTAL:	\$ 36,524.00
City of Whitehall 2014-16	Quantity	Unit Cost	TOTAL COST
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)	200 ea	\$ 4.93 ea	\$ 986.00
Gravid Traps	2 ea	\$2,270.00 ea	\$ 4,540.00
RAMP	30 ea	\$ 23.90 ea	\$ 717.00
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 3,816.00
		TOTAL:	\$ 10,659.00

Description	Quantity	Unit Cost	TOTAL COST
Village of Brice 2014-16	Quantity	Unit Cost	TOTAL COST
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)*	10 ea	\$ 4.93 ea	\$ 49.30
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP	0 ea	\$ 23.90 ea	\$ -
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 424.00
		TOTAL:	\$ 503.30
Village of Harrisburg 2014-16	Quantity	Unit Cost	TOTAL COST
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)*	20 ea	\$ 4.93 ea	\$ 98.60
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP	0 ea	\$ 23.90 ea	\$ -
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 668.00
		TOTAL:	\$ 826.60
Village of Lockbourne 2014-16	Quantity	Unit Cost	TOTAL COST
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)	20 ea	\$ 4.93 ea	\$ 98.60
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP	0 ea	\$ 23.90 ea	\$ -
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 312.00
		TOTAL:	\$ 560.60
Village of Marble Cliff 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 73.95
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP ¹	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 312.00
¹ RAMP tests to be billed to Marble Cliff but used for the Grandview trap		TOTAL:	\$ 774.45
Village of Minerva Park 2014-16	Quantity	Unit Cost	TOTAL COST
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)*	75 ea	\$ 4.93 ea	\$ 369.75
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 884.00
		TOTAL:	\$ 3,942.25

Description	Quantity	Unit Cost	TOTAL COST
Village of Obetz 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 739.50
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,864.00
		TOTAL:	\$ 5,532.00
Village of Riverlea 2014-16	Quantity	Unit Cost	TOTAL COST
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)	25 ea	\$ 4.93 ea	\$ 123.25
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP	0 ea	\$ 23.90 ea	\$ -
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 332.00
		TOTAL:	\$ 485.25
Village of Urbancrest 2014-16	Quantity	Unit Cost	TOTAL COST
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)	50 ea	\$ 4.93 ea	\$ 246.50
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 776.00
		TOTAL:	\$ 5,151.00
Village of Valleyview 2014-16	Quantity	Unit Cost	TOTAL COST
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)	50 ea	\$ 4.93 ea	\$ 246.50
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP	0 ea	\$ 23.90 ea	\$ -
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 776.00
		TOTAL:	\$ 1,052.50

Description	Quantity	Unit Cost	TOTAL COST
Blendon Twp 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 986.00
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,428.00
		TOTAL:	\$ 5,342.50
Brown Twp 2014-16	Quantity	Unit Cost	TOTAL COST
Larvae/Pupae Control and Treatment (Estimated)	25,000 sq. ft.	\$ 0.03 per sq. ft.	\$ 750.00
Storm Drain/Catch Basin Location Treatment & Efficacy (Estimated)	50 ea	\$ 4.93 ea	\$ 246.50
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 994.00
		TOTAL:	\$ 4,619.00
Clinton Twp 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 986.00
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	30 ea	\$ 23.90 ea	\$ 717.00
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,644.00
		TOTAL:	\$ 5,677.00
Franklin Twp 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 986.00
Gravid Traps	2 ea	\$2,270.00 ea	\$ 4,540.00
RAMP	30 ea	\$ 23.90 ea	\$ 717.00
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 2,730.00
		TOTAL:	\$ 9,273.00
Hamilton Twp 2014-16	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 739.50
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,644.00
		TOTAL:	\$ 5,312.00

Description	Quantity	Unit Cost	TOTAL COST
Jackson Twp 2014-16			
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	\$ 4.93 ea	\$ 493.00
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP	0 ea	\$ 23.90 ea	\$ -
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 996.00
TOTAL:			\$ 1,789.00
Jefferson Twp 2014-16			
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)*	250 ea	\$ 4.93 ea	\$ 1,232.50
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 996.00
TOTAL:			\$ 5,457.00
Madison Twp 2014-16			
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	\$ 4.93 ea	\$ 1,232.50
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 2,188.00
TOTAL:			\$ 7,249.00
Mifflin Twp 2014-16			
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)	50 ea	\$ 4.93 ea	\$ 246.50
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,648.00
TOTAL:			\$ 4,823.00
Norwich Twp 2014-16			
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	\$ 4.93 ea	\$ 493.00
Gravid Traps	1 ea	\$2,270.00 ea	\$ 2,270.00
RAMP	30 ea	\$ 23.90 ea	\$ 717.00
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,210.00
TOTAL:			\$ 4,990.00

Description	Quantity	Unit Cost	TOTAL COST
Perry Twp 2014-16			
	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 123.25
Gravid Traps ²	1.5 ea	\$2,270.00 ea	\$ 3,405.00
RAMP	22 ea	\$ 23.90 ea	\$ 525.80
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 884.00
² The cost for the trap in Worthington Hills to be shared by Perry & Sharon Twps			TOTAL: \$ 4,998.05
Plain Twp 2014-16			
	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 369.75
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP ³	15 ea	\$ 23.90 ea	\$ 358.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 996.00
³ RAMP tests to be billed to Plain Township but used for the New Albany trap			TOTAL: \$ 1,874.25
Pleasant Twp 2014-16			
	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 986.00
Gravid Traps	2 ea	\$2,270.00 ea	\$ 4,540.00
RAMP	30 ea	\$ 23.90 ea	\$ 717.00
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 996.00
			TOTAL: \$ 8,739.00
Prairie Twp 2014-16			
	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 986.00
Gravid Traps	3 ea	\$2,270.00 ea	\$ 6,810.00
RAMP	45 ea	\$ 23.90 ea	\$ 1,075.50
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 2,730.00
			TOTAL: \$ 13,101.50
Sharon Twp 2014-16			
	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 246.50
Gravid Traps ²	1.5 ea	\$2,270.00 ea	\$ 3,405.00
RAMP	22 ea	\$ 23.90 ea	\$ 525.80
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 1,210.00
² The cost for the trap in Worthington Hills to be shared by Perry & Sharon Twps			TOTAL: \$ 5,447.30

Description	Quantity	Unit Cost	TOTAL COST
Truro Twp 2014-16			
	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 73.95
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP	0 ea	\$ 23.90 ea	\$ -
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 776.00
		TOTAL:	\$ 879.95
Washington Twp 2014-16			
	Quantity	Unit Cost	TOTAL COST
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	\$ 4.93 ea	\$ 493.00
Gravid Traps	0 ea	\$2,270.00 ea	\$ -
RAMP	0 ea	\$ 23.90 ea	\$ -
Additional RAMP	0 ea	\$ 23.90 ea	\$ -
Adult Control and Barrier Treatments	All inclusive	N/A	\$ 776.00
		TOTAL:	\$ 1,869.00

Note: FCPH is responsible for the cost of the La Crosse Surveillance Program

Description	Quantity	Unit Cost	Total Cost Per Year
La Crosse Surveillance Program	4 areas	\$ 3,477.60 per area	\$13,910.40
		TOTAL:	\$13,910.40

APPENDIX H
COMMITMENT TO PROMOTING FUEL EFFICIENCY AND REDUCING AIR POLLUTION

The Contractor supports the Franklin County Commissioners' "Green" philosophy and initiatives and agrees to sign the following statement of commitment to promote the use of fuel efficient and pollution reducing measures:

We at _____

(Agency Name)

fully support the Franklin County Commissioners in their "green" philosophy and initiatives and hereby commit to promoting the use of fuel efficient measures whenever possible and practical in the operation of our transportation business, particularly with respect to any contractual obligations to Franklin County.

In recognition of the fact that vehicle emissions contribute significantly to urban smog, airborne toxins, and global warming, we specifically commit, whenever possible and economically practical, to practices that include, but are not limited to, the following:

Vehicle Maintenance

- Keep tires properly inflated. Under-inflated tires cost up to 1 mpg.
- Change oil filter as recommended.
- Use grade of oil recommended by manufacturer.
- Use radial rather than belted tires.
- Replace spark plugs at regularly scheduled intervals.
- Replace air filter regularly. Can produce up to a 10% increase in fuel economy.
- Replace the PCV valve at regular intervals.
- Make sure wheels are balanced and front end is properly aligned.

Promote the Following Driving Habits

- Avoid extended warm-ups.
- Avoid unnecessary idling. Prolonged idling uses ½ gallon of gas per hour. When waiting to pick up customers, our drivers should shut off the engine.
- Avoid sudden stops and starts. Hard acceleration uses up to 1/3 more gas.
- Avoid excessive braking. This can often be avoided by downshifting or taking foot off the gas.
- Avoid "topping off" the gas tank.
- Maintain the proper speed limit.
- Don't carry unnecessary equipment in the trunk.
- In winter, clean accumulated snow and ice from trunk, hood and roof to reduce weight and air drag.

Vehicle Purchase

When replacing vehicles we will consider manual transmissions, fuel injected vehicles, lighter vehicles, and alternative-fuel vehicles in the size category required for our business, subject to economic and safety considerations.

Miscellaneous

- Consider the use of "Energy Conserving" motor oil. EC-II rated oil can improve mileage by 2.7 percent.
- Dispose of oil at a used oil collection site (UOCS) that accepts and recycles used motor oil.

We recognize that fuel-efficient practices not only help the environment but are sound business practices that save us money in the operation of our business.

Agency Name: _____

Signature and Title of Authorized Person: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <input type="checkbox"/> Other (see instructions) - _____ <input type="checkbox"/>	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person
------------------	--------------------------

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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