INVITATION TO BID

ITB No. 26-07

PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES

ITB DUE DATE: **THURSDAY, JULY 9, 2026 at 2:00 PM (ET)**

Jerrie Gunder, Senior Contract Specialist
Jerrie.Gunder@jaxport.com

PROCUREMENT SERVICES
2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

INVITATION TO BID NO. 26-07

PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

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REQUESTS FOR DISTRIBUTION SHEETS OR ATTENDANCE SHEETS

Copies of the Invitation to Bid (ITB) distribution records may be requested by contacting Procurement Services.

SUBMISSION OF BIDS

Bids submitted electronically in advance of the time set for opening will be held in the E-Builder Bidding Portal until **2:00 PM (ET), THURSDAY, JULY 9, 2026**. Bidders are fully responsible for submittal of Bid. Reliance upon the computer system's reaction time is at Bidder's risk. After the bid due date/time has passed, the submit button will be disabled. **Late Bids will not be received or considered.**

BID OPENING PROCEDURES

Depending on the type of project for which Bids are requested, the items read at the opening will vary. Sealed Bids are not public records subject to disclosure under the Florida Public Records Law until such time as the Jacksonville Port Authority provides notice of a decision or intended decision to award the contract or within thirty (30) days after opening, whichever is earlier (§119.07 (3) (m), Florida Statutes). All parts of Bid, including exhibits, are subject to the Public Records Law, and a Bidder may not exclude any portion of the Bid unless specifically exempted from disclosure by Florida Law. Exemption of financial statements applies only to required submittal for prequalification of bidders on public works projects.

INVITATION TO BID RESULTS OR AWARD OF CONTRACT

Bidders desiring a copy of the unofficial tabulation sheet, which will contain only the items considered necessary by JAXPORT, can obtain a copy 30-days after the Bid opening by submitting a written request to Procurement Services. Requested copies will be sent to the Bidder by email. Bidders wishing to view Bids submitted, subject to the above Public Records requirements, must arrange an appointment by contacting Public Records at (904) 357-3091 or public.records@jaxport.com. If copies are requested, an appropriate charge will be assessed, and all copies will be made solely at the convenience of JAXPORT. All Bidders will be notified of the intent to award the contract after action by the Jacksonville Port Authority Awards Committee.

COMMUNICATION WITH JAXPORT DURING SOLICITATION PROCESS

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any JAXPORT employee concerning any aspect of this solicitation, except in writing to the procurement director or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

INVITATION TO BID NO. 26-07

PESTS CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES FOR THE JACKSONVILLE PORT AUTHORITY

To ensure all Bidders are fully informed of the requirements for this contract, a Pre-Bid Meeting will be held at **10:00 AM (ET)** on **THURSDAY, JUNE 25, 2026** via Zoom Meeting under **MEETING ID: 853 1710 7497**, **PASSCODE: 326658**. An optional site visit of the various locations can be scheduled if requested by Monday, June 29, 2026.

Bids will be received by the Jacksonville Port Authority (JAXPORT) via Trimble (E-Builder) Electronic Bid Submission until **2:00 PM (ET)** on **THURSDAY, JULY 9, 2026**, at which time they will be opened publicly via ZOOM Meeting under **MEETING ID: 826 1627 4797, PASSCODE: 931422**.

All Bids must be submitted in accordance with the Invitation to Bid Number **26-07**, which may be obtained from our website:

https://www.jaxport.com/procurement/active-solicitations

Jacksonville Port Authority
Procurement Services
(904) 357-3455

ARTICLE I
INSTRUCTIONS TO BIDDERS

1.01 GENERAL INFORMATION

The Jacksonville Port Authority (JAXPORT) is soliciting bids from qualified, experienced and licensed companies to provide year-round **PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES** for various areas and locations at the Jacksonville Port Authority and its Tenants. Locations will include but are not limited to Talleyrand Marine Terminal (TMT), Blount Island Marine Terminal (BIMT), Dames Point Cruise Terminal (DPCT), Dames Point Marine Facility (DPMF), Access Control Center (ACC), Port Central Office Building (PCOB), and Security Operations Center (SOC). Service fees must include all costs associated with labor, materials, equipment, fuel surcharges, environmental fees, and any other related charges. Therefore, the purpose of this ITB is to request information about your company's ability to provide the services specified and to obtain pricing commitments for specifications.

1.02 PRE-BID MEETING

To ensure all Bidders are fully informed of the requirements for this contract, a Pre-Bid Meeting will be held at **10:00 AM (ET)** on **THURSDAY, JUNE 25, 2026** via Zoom Meeting under **https://us02web.zoom.us/j/85317107497?pwd=4lyXSJ5PmQaDKjg5dO6DCp8vTVaqlY.1, MEETING ID: 853 1710 7497** and **PASSCODE: 326658**. An optional site visit of the various locations can be scheduled if requested by Monday, June 29, 2026.

1.03 RECEIPT AND OPENING OF BIDS

Bids will be received by the Jacksonville Port Authority (JAXPORT) via Trimble Unity Construct (E-Builder) Electronic Bid Submission until **2:00 PM (ET)** on **THURSDAY, JULY 9, 2026**, at which time they will be opened publicly via ZOOM Meeting under:

ZOOM MEETING information:

Please join my meeting from your computer, tablet or smartphone.

https://us02web.zoom.us/j/82616274797?pwd=Wzv7ehvjtIbSeF5LCl6YDuPdwAce4K.1

MEETING ID: 826 1627 4797

PASSCODE: 931422

1.04 DELIVERY OF BIDS

Bids and all required supplemental material listed in Article III (*items to be submitted with Bid Form*) must be electronically submitted in **PDF format only** through Trimble (TID) E-Builder. Bid documents submitted through Mail, Email or Fax will not be accepted or considered. **JAXPORT no longer accepts any bid packages submitted by mail or hand-delivery. Please visit the JAXPORT's website at www.jaxport.com for more information and updates.**

The PDF file name should read **"ITB 26-07"**. "How to Submit Your Bid Response in Trimble (TID) E-Builder" is provided as **"Attachment No. 1".** Additional instructions on how to navigate in Trimble (TID) E-Builder. Click the below link to access the **"Bidders Portal Instructional Training Video":**

https://videos.trimble.com/construction/watch/kCSanAGnXaJoHgeQNz5mGe

Bids must be submitted prior to 2:00 PM (ET) on THURSDAY, JULY 9, 2026. The submit button in Trimble (TID) E-Builder will deactivate at exactly *2:00:00 PM ET* and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.

It is the sole responsibility of the Bidder to have its Bid submitted to JAXPORT as specified herein on or before the aforementioned date and time. For the purpose of the ITB, a bid is considered delivered when confirmation of delivery is provided by Trimble (TID) E-Builder. Bidder must ensure that its electronic submission in Trimble (TID) E-Builder can be assessed and viewed at the time of the bid opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the Bid Opening (including but not limited to, encrypted files, password protected files, or incompatible files) to be blank or incomplete, as context requires, and therefore, unacceptable. Bidders will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with bid. All expenses for submitting Bids to JAXPORT are to be borne by the Bidder and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.05 CONTRACT DOCUMENTS

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of bidders, other technical information, applicable special conditions, term of the Contract and payment terms are also contained in these documents. The date, time, and place of the receipt and opening of bids are listed in Article 1.02 above.

1.06 EXAMINATION OF CONTRACT DOCUMENTS

The Bidder is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Bidder has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

1.07 OBLIGATION OF BIDDERS

The Bidder must become fully aware of JAXPORT's requirements for the Contract. Failure to do so will not relieve a successful Bidder of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices proposed. In addition, the Bidder will be held responsible for having examined the details of the proposed scope of work. The Bidder will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a bid will be construed as evidence that all Bidder obligations have been satisfied, and no subsequent allowance will be made in this regard.

1.08 QUESTIONS & ADDENDUM

Any questions regarding this Invitation to Bid (ITB) should be directed to **Jerrie Gunder, Senior Contract Specialist** and submitted either by email to **Jerrie.Gunder@jaxport.com** or submittal through Trimble (TID) E-Builder. Answers to questions will be released in an Addendum directed to all known prospective bidders registered in the Trimble (TID) E-Builder website and advertised on JAXPORT's website under Active Solicitations at **https://www.jaxport.com/procurement/active-solicitations.**

The deadline for questions will be MONDAY, JUNE 29, 2026 by 9:00 AM (ET).

No interpretation of the meaning of the specifications or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Any request for such interpretations or corrections must be made in writing.

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addendum to the Contract Documents, which if issued, will be e-mailed to all known prospective bidders. However, it is the responsibility of each Bidder, before submitting its bid, to visit JAXPORT's website at www.jaxport.comprocurement/active-solicitations to determine if any Addendum have been issued and to make such Addendum a part of its bid. Only the interpretation or correction so given by JAXPORT in writing will be binding, and prospective bidders are advised that only JAXPORT will give information concerning, or will explain or interpret the ITB Documents.

1.09 PREPARATION OF BID

A. Bid will be submitted via Trimble (TID) E-Builder Electronic Bid Submission with the attached Bid Form (Article III). All blank spaces must be complete and all item fields acknowledged prior to submittal. Only the Bid Form and applicable additional information should be submitted. **DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT BID PACKAGE.**

B. Bid should be prepared in **PDF format only** and uploaded simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this Invitation to Bid (ITB). Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.

C. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be uploaded and "labeled" in PDF format as an Appendix to the bid. If publications are supplied by a Bidder, it must be uploaded as a PDF document and the bid should include reference to a document number and/or page number of that Appendix material. Bids not providing this reference will be considered to have no additional material to be considered during the evaluation process.

D. An authorized representative shall sign the bid. If an individual makes the bid, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the bid as principal. If a firm or partnership makes the bid, the name and address of each member of the firm or partnership must be stated. If a corporation makes the bid, an authorized officer must sign the bid or agent, subscribing the name of the corporation with his or her owns names. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.

E. Bids will be uploaded in accordance with requirements specified on this Invitation to Bid.

F. Failure to upload all information requested may result in a bid being considered "non-responsive," and therefore, may be rejected.

1.10 RESPONSIBLE BIDDER CRITERIA

In considering the responsibility of Bidders JAXPORT will examine all requirements listed and submitted with the ITB.

1.11 WITHDRAWAL OF BID

Any bid may be withdrawn by written request of the Bidder until the date and time set above for opening of the bids. Any bid not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the bids have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT's action on bids normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the bid opening and the subsequent JAXPORT action.

1.12 DISQUALIFICATIONS OF BIDDERS

Any of the following causes may be considered sufficient for the disqualification of a Bidder and rejection of the bid:

A. Submission of more than one bid for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one bid may be submitted for the company.

B. Evidence of collusion among Bidders.

C. Incomplete work for which the Bidder is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Bidder with complying with the requested scope of services under this Contract if awarded to such Bidder.

D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.

E. Items ‘C’ and ‘D’ above will be considered by JAXPORT after the opening of bids, and, if found to apply to any Bidder, JAXPORT will notify the Bidder that its bid will not be considered for an award of the Contract. The Bidder has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via Procurement Services, and the decision of the Chief Executive Officer will be final.

F. Failure to provide the notarized forms, if any, required in the bid documents, and any other requirements listed in Article III.

G. Failure to disclose any disciplinary actions taken or pending against the firm within the past three (3) years.

Failure to provide requested information listed above may result in the Bidder being ruled non-responsive.

1.13 NON-WARRANTY OF ITB INFORMATION

Due care and diligence have been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making bids. JAXPORT and its representatives shall not be responsible for any error or omission in the ITB.

1.14 CONTINGENCY FEES PROHIBITED

By submitting a bid in response to this ITB, the Bidder warrants that it has not employed or retained a company or person, other than a bonafide employee or sub bidder, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

1.15 REJECTIONS OF IRREGULAR BIDS

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of bids, or to reject any or all bids, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of JAXPORT.

In this regard, JAXPORT reserves the right to reject any and all bids, in whole or in part, and to waive any non-conformance or any other irregularities received in said bid, to reject any and all bids and to accept the bid which in its judgment will be in the best interest of JAXPORT.

1.16 PUBLIC ENTITY CRIME

Pursuant to Chapter 287 of the Florida Statutes, Bidders are required to complete and submit with their bids a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as “Exhibit B”** for that purpose and must be included with the bid form at the time bids are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid on a contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- Being awarded or performing work as a Bidder, supplier, sub Bidder, or Bidder under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount ($35,000) provided in section 287.017 of the Florida Statutes.

1.17 DISCRIMINATORY VENDOR LIST

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; or
- Transact business with any public entity.
- To view a current list, visit:

  http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

1.18 BIDDERS REPRESENTATION AND AUTHORIZATION

In submitting a bid, each Bidder understands, represents, and acknowledges the following (if the Bidder cannot certify to any of the following, the Bidder shall submit with its response a written explanation of why it cannot do so).

- The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the bid documents, the Bidder, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Bidder has not, within the last five (5) years, had a delinquent obligation to the State or any other governmental authority, including a claim for liquidated damages under any other contract.
- The bid submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Bidder or potential Bidder, nor they will not be disclosed before the solicitation proposal opening.
- The Bidder has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Bidder will conform to the specifications without exception.
- The Bidder has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The Bidder shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its proposal.

- All information provided by, and representations made by, the Bidder are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

- That the Bidder has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.

- That the Bidder is in full compliance with all Federal, State, and local laws and regulations and shall fully comply with the same during the entire term of the contract.

1.19 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Bidders are required to complete and submit with their bids an E-Verify Acknowledgement and Acceptance Form. **Form is provided as "Exhibit C".** The successful bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful bidders must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful bidder further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

1.20 NON-DISCRIMINATION PROVISIONS

The Bidder will have all state, county and local licenses and permits as may be required by law to perform the described services. The Bidder agrees to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

1.21 PUBLIC MEETING REQUIREMENTS

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore, Evaluation Committee meetings and meetings of the Awards Committee are required to be held in public with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of the Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, FL 32206 and on JAXPORT's website at www.jaxport.com.

1.22 PUBLIC RECORDS

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by the JPA to perform the services; and

(b) Upon request from the JPA's custodian of public records, provide the JPA with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to the JPA; and

(d) Upon completion of this Contract, transfer to the JPA at no cost all public records in possession of Contractor or keep and maintain public records required by the JPA to perform the service. If Contractor transfers all public records to the JPA upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the JPA upon request from either JPA's custodian of public records in a format that is compatible with the JPA's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE JPA'S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 public.records@jaxport.com; JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

1.23 PROTEST PROCEDURES

Respondents shall file any protest regarding this ITB in writing, in accordance with JAXPORT's Protest Procedures promulgated on SOP-1215 Procurement Code for the Jacksonville Port Authority, available at **https://www.jaxport.com/procurement**

1.24 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting bids fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm's bid. For purposes of this section, the term "ex-parte communication" shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

A. Meetings called or requested by JAXPORT and attended by Bidders/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this ITB;

B. The addressing of any elected or appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes;

C. The filling and prosecution of a written protest to any bid award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings.

D. Contacts with appointed or elected officials of JAXPORT.

1.25 EXECUTION OF THE CONTRACT

Within twenty (20) days after Notice of Award, the successful Bidder will furnish the required certificates of insurance and any other requirements and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within twenty (20) days from the date of Notice of Award may be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another Bidder, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties.

1.26 ARTICLE/SECTION HEADINGS

Article or Section headings offering herein are inserted for convenience only, or reference only, and will in no way be construed to be interpretation of the text of this ITB.

1.27 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the Contract, the provisions of JAXPORT'S Invitation to Bid, referred and incorporated in the Contract, said provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract No. **26-07;** 3) Addenda to Bid; 4) JAXPORT'S Invitation to Bid No. **26-07**; and 5) Bidder's Bid.

1.28 VENUE

The venue of any legal action brought by or filed against JAXPORT relating to any matter arising under this ITB will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This ITB will be governed by and interpreted under the laws of the State of Florida.

1.29 ENTIRE AGREEMENT

This ITB is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this ITB. Bidder agrees that no representations have been made by JAXPORT to induce the Bidder to enter into this ITB other than as expressly stated in this ITB. This ITB can neither be changed orally, nor by any means other than by written amendments expressly referencing this ITB and signed by all Parties hereto.

1.30 TAX EXEMPT

JAXPORT is exempt from State of Florida sales tax. The tax-exempt number is 85-8012544323C-8.

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ARTICLE II
GENERAL CONDITIONS

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

BIDDER - Any individual, firm or corporation submitting a bid for the work contemplated.

BID - The approved forms on which the Bidder is to submit, or has submitted, its charges for the work contemplated.

CONTRACT - The Contract consists of the document labeled "Specifications for **PESTS CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES** for the Jacksonville Port Authority"**, ITB 26-07** and any Addendum issued before the execution of the Contract; Bidder's bid; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.27.

CONTRACTING OFFICER - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Bidder. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement Services.

BIDDER - Any individual, firm or corporation entering into a Contract to perform the Scope of Work for JAXPORT.

BIDDER'S REPRESENTATIVE(S) - Individual(s) designated in writing by the Contractor at the time of Contract award as the only individual(s) authorized to act for the Contractor in all matters, including changes to Contract terms and to make estimates for repairs.

2.02 SCOPE OF SERVICES

The work to be provided under this Contract is specified in Article IV, Scope of Work, with work to be provided as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated commission. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

2.03 TERM OF CONTRACT

The term of the agreement for these services is intended to be for an initial period of one (1) year, with four (4) additional, one (1) year renewal options made at the sole discretion of JAXPORT. JAXPORT will award this contract to one (1) Bidder, who will be the single point of contact and will be fully responsible for providing **PESTS CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES** at JAXPORT.

2.04 AWARD OF CONTRACT

JAXPORT intends to award a Contract to the Bidder offering the lowest price consistent with meeting all specifications, terms and conditions set forth on the ITB. No award will be made until all necessary inquires have been made into the responsibility of the low bidder, and JAXPORT is satisfied that the low bidder is qualified to do the work and has the necessary organization, capital and equipment to provide these services under the terms of the contract.

JAXPORT reserves the right to accept or reject any or all bids, in whole or in part. There is no obligation by JAXPORT to award the ITB to the lowest bid offer, JAXPORT reserves the right to award the ITB to the Bidder submitting the bid that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which bid will be in its best interest and its decision will be final.

Bids will be evaluated based on prices submitted on the Bid Form and on evaluation of the responsible mandatory and other requirements listed in Article IV. The Bidder must clearly and directly address each of these requirements. JAXPORT is not required to contact a Bidder to obtain additional information to evaluate the Bid.

2.05 ESCALATION / DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), the Awardee may submit in writing a request for price escalation/de-escalation. Price escalation/de-escalation adjustments will be limited to the lessor of two (2%) percent or the percentage increase/decrease in the Consumer Price Index (South Region) for the twelve-month period immediately preceding ninety (90) days before the expiration date of the contract. JAXPORT reserves the right to decline any price increase requested.

2.06 CERTIFICATION/BIDDER QUALIFICATIONS

Bidder must be a qualified and licensed Firm and have current experience in providing the types of professional services required under this Invitation to Bid (ITB). The Bidder must become fully aware of the technical specifications, failure to do so will not relieve a successful Bidder of its obligation to provide JAXPORT'S requirements for the contract at the price submitted and in accordance with all specifications, terms, conditions and the delivery stated on this ITB.

2.07 PAYMENT

A. All invoices will reference the Contract No. **26-07**. An original copy will be emailed to:

Accounts.payable@jaxport.com

or mailed to:

Jacksonville Port Authority
Attn: Accounts Payable
P.O. Box 3005
Jacksonville, FL 32206-3496

B. Invoices will be processed following normal JAXPORT payment procedures, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.

2.08 RESPONSIBILITIES OF THE BIDDER

A. An optional post award conference will be scheduled after the Contract is awarded when the Bidder will furnish the certificates of insurance, copies of licenses and other items required by JAXPORT.

B. The Bidder will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.

C. The Bidder is responsible for service quality, timely delivery and responsiveness as listed in Article IV – Scope of Work.

D. The Bidder will remain liable for all damages to, or incurred by, JAXPORT caused by the Bidder's negligent performance of any of the services furnished under this Contract.

E. The Bidder represents that it is an independent Bidder and not an employee of JAXPORT, nor are any of Bidder's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Bidder is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Bidder will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Bidder.

F. The Bidder will designate in writing a qualified person(s) to act as its designated representative. The Bidder's Representatives(s) will have authority to act for the Bidder in all matters covered by this Contract.

G. The Bidder will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.

H. All personnel employed by the Bidder will be competent, trustworthy and properly trained. The Bidder and its employees will be required to comply with all the applicable regulations of JAXPORT.

2.09 RESPONSIBILITIES OF JAXPORT

A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT representatives.

B. JAXPORT will promptly notify the Bidder, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.

C. JAXPORT will provide timely processing of Bidder's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Bidder in violation of Contract terms.

2.10 INDEMNIFICATION

Any Contract resulting from this Invitation to Bid will include the following provisions:

To the fullest extent permitted by law, the Bidder agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Bidder's work or services under this Invitation to Bid; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Bidder, Bidder's Subcontractor(s) or anyone directly or indirectly employed or hired by Bidder, or anyone for whose acts Bidder may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Bidder of any obligation hereunder.

2.11 INSURANCE

Before starting and until acceptance of the work by JAXPORT, any contract resulting from this Request for Proposal will include the following provisions:

Prior to commencing Work, Contractor shall furnish Owner with Certificates of Insurance (COI), and copies of required Endorsements and Forms, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

Additional Insured Endorsement must be submitted with COI document.

Owner shall be included as an additional insured under the Commercial General Liability policy for on-going and completed operations.

Primary & Non-Contributory Endorsement must be submitted with COI document.

Contractors CGL coverage must be Primary and Non-Contributory.

Waiver of Subrogation is required for Workers Compensation, CGL, and Auto Liability.

Waiver of Subrogation Form must be submitted with COI document.

1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, or any other coverage required by the contract documents, which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- $1,000,000 (Each Accident)
- $1,000,000 (Disease-Policy Limit)
- $1,000,000 (Disease-Each Employee)

2. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Policy with the following minimum limits:

- $1,000,000 (Each Occurrence)
- $1,000,000 (General Aggregate)
- $1,000,000 (Products Completed & On-going Operations
- $1,000,000 (Bodily injury and Property Damage)
- $1,000,000 (Personal and Advertising Injury)

3. BUSINESS AUTO POLICY

- $1,000,000 (Minimum)

Per accident for bodily injury and property damage. Maximum deductible or self-insured retention in an amount not exceeding $10,000. Any deductible or self-insurance retention should be indicated on the Bidder’s COI document.

- Covering any auto (code 1);
- If no owned autos, hired (Code 8) and Non-owned autos (Code 9)

4. UMBRELLA LIABILITY (if CGL limits are less than Required Limits)

Minimum underlying coverages shall include Commercial General Liability, Automobile Liability, and Contractors Pollution Liability.

Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

Cross-Liability Coverage: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Sub-Contractor’s Insurance: Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.

Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner’s option, shall allow Owner to terminate this Agreement.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

No Representation of Coverage Adequacy: By requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor/consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

2.12 SECURITY IMPLEMENTATION PROCEDURE

JAXPORT's rigid security standards include the Federal Transportation Worker Identification Credential (TWIC) program, which is administered by the Transportation Security Administration. The TWIC is required for unescorted access to all JAXPORT terminals. It is your responsibility as the Prime Contractor to ensure that all of your employees and sub-contract personnel working for your company have been properly screened and credentialed with the TWIC, and the JAXPORT Business Purpose Credential.

Transportation Worker Identification Credential (TWIC)

The TWIC is required for all Prime Contractor/Sub-Contractor employees working on the job site for this Contract. This credential is for all personnel requiring unescorted access to secure-restricted areas of Maritime Transportation Security Act (MTSA)-regulated facilities. TSA will issue a tamper-resistant "Smart Card" containing the person's biometric (fingerprint template) to allow for a positive link between the card and the individual.

The fee for obtaining each TWIC® is $125.25, and the credential is valid for five years. The pre-enrollment process can be initiated online at https://universalenroll.dhs.gov/ or at an IdentoGo TSA's Universal Enrollment Service Center.

TWIC: Universal Enrollment Centers

The Jacksonville Universal Enrollment Center is located at: 2121 Corporate Square Blvd. Building A, Suite 165, Jacksonville, FL 32216. The office hours are Monday-Friday: 09:00 AM –11:00AM / 12:00PM- 6:00 PM, For general information you can call the TWIC Call Center at 1-855-347-8371, Monday-Friday, 8 a.m. to 10 p.m. Eastern Time.

JAXPORT Business Purpose Credential

In addition to the TWIC, JAXPORT requires a JAXPORT Business Purpose Credential to be issued and registered at JAXPORT's Access Control Center located at the 9620 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

The JAXPORT prime contractor is responsible for sponsoring all sub-contractors for the JAXPORT Business Purpose Credential.
Federal Training Requirement: (33CFR 105.215) Maritime Security Awareness Training

JAXPORT is a federally regulated facility under the Maritime Transportation Security Act of 2002 (MTSA) as codified under the US Code of Federal Regulation 33 CFR Chapter 1, Subchapter H Part 105.
33 CFR 105.215-Security training for all other facility personnel. All other facility personnel, including contractors, whether part-time, full-time, temporary, or permanent, must have knowledge of Maritime security measures and relevant aspects of the TWIC program, through training or equivalent job experience.

To meet the requirements of 33 CFR 105.215; the Prime Contractor/Sub-Contractor employees and all support personnel: Engineers, Suppliers, Truck Drivers, Laborers, Delivery persons etc. (NO EXCEPTIONS) are required to attend JAXPORT's Maritime Security Training given every Wednesday (10am, 2pm & 5pm) at JAXPORT's Access Control Building. Contact the JAXPORT Access Control Center to arrange for the training. JAXPORT will work with Contractors to conduct timely Maritime Security Training classes for larger groups.

All Prime Contractor/Sub-Contractor employees working on the job site for JAXPORT are required to attend JAXPORT's 33 CFR 105.215 (Security/Safety Training for All Other Facility Personnel) class at a cost of $35.00 per person. Arraignments can be made by calling JAXPORT Access Control Phone Number (904) 357-3344.

TWIC Escort Provisions

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. Escorted employees must have a TWIC receipt validated by Access Control to receive a temporary JAXPORT Business Purpose credential.

Contractor deliveries from -TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com . Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of $55.00. **These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort.** Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department.
Truck drivers, vendors, labor may not conduct escorts.

A Contractor authorized by JAXPORT to conduct an escort of a non-TWIC holder in a restricted area must have:

- Successfully completed MTSA 33 CFR 105.215 Security/ Escort Class at $55.00
- Have a valid TWIC on their person
- Have an approved JAXPORT TWIC ESCORT credential on their person
- Have a tamper-resistant laminated government issued photo identification card on their person.

TWIC Escorts must complete the JAXPORT TWIC Escort Form daily before getting to the access gate. The form will be kept on file at the JAXPORT Security Operations Center (SOC).

The Prime Contractor assumes full liability for the escorted person(s) while on JAXPORT property. The person under escort must have a continuous side by side escort in a secure-restricted area. Federally (USCG / TSA) imposed fines and or consequential damages resulting from a failed TWIC Escort by the Prime or Sub-contractor will be the responsibility of the JAXPORT Prime Contractor regardless of whether it is a direct employee. Escort by the Prime or Sub-contractor will be on a 1 to 3 ratio.

Federal regulation definition: 33.CFR 101.105

Escorting means: ensuring that the escorted individual is continuously accompanied while within a secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted. This may be accomplished via having side-by-side companion or monitoring, depending upon where the escorted individual will be granted access. Individuals without TWIC may not enter restricted areas without having an individual who holds a TWIC as a side-by-side companion.

JAXPORT TWIC ESCORTS

JAXPORT may provide TWIC escorts at Tariff rate with advanced notice (Minimum 24 hours).
After review of the Contractors operation; JAXPORT will decide the number of escorts required to meet the federal regulation ratios of TWIC escort per non-TWIC worker. This will be based on operational requirements. JAXPORT Escorts will be no more than a 1 to 3 ratio.

JAXPORT TWIC Escort Tariff Fees are published in JAXPORT's Tariff Schedule. Current rates are: **Mon.-Fri. 7:00 a.m. until 6:00 p.m**. Subject to two hour minimum $200.00 first two hours; $125.00 each additional two-hour block thereafter.

After 6:00 p.m. until 7:00 a.m. weekends, holidays Subject to two hours minimum $250.00; $250.00 each additional two-hour block thereafter.

Examples:

1. One TWIC Escort for an 8-hour day is $500.00 (= 4 TWIC Credentials)
2. One TWIC Escort for 1 5-day work week is $2500.00 (= 20 TWIC Credentials)

NOTE:

- All persons entering JAXPORT under TWIC Escort are required to have a tamper-resistant laminated government issued photo identification card on their person. The Identification Card must meet the USCG MTSA standards of 33 CFR 101.515. (State issued paper temporary drivers licenses are not acceptable identification).
- Any violations of the JAXPORT USCG approved Facility Security Plans will result in a Security Violation Hearing and be subject to temporary or permanent denial of access onto JAXPORT Terminals or ability to TWIC Escort.

2.13 PERMITS AND LICENSES

The vendor must be a qualified, licensed, insured, and approved vendor by the Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control (F.S. CH. 482). All licenses necessary to carry out these services will be secured and paid for by the Bidder and remain in effect throughout the duration of the Contract.

2.14 PERFORMANCE BOND REQUIREMENT

Payment and performance bonds will be required for any individual work order where the construction value is greater than $100,000.

2.15 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful Bidder/Firm, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, JAXPORT shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful Bidder of such termination which shall become effective upon receipt by the successful Bidder of the written termination notice.

In that event, JAXPORT shall compensate the successful Bidder in accordance with the Agreement for all services performed by the Bidder prior to termination, net of any costs incurred by JAXPORT as a consequence of the default.

Notwithstanding the above, the successful Bidder shall not be relieved of liability to JAXPORT for damages sustained by JAXPORT by virtue of any breach of the Agreement by the Bidder, and JAXPORT may reasonably withhold payments to the successful Bidder for the purposes of set off until such time as the exact amount of damages due to JAXPORT from the successful Bidder is determined.

2.16 TERMINATION FOR CONVENIENCE

JAXPORT may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Bidder of such termination, which shall become effective one hundred twenty (120) days following receipt by Bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Bidder in accordance with the Agreement for all services actually performed by the successful Bidder and reasonable direct costs of successful Bidder for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Bidder for any profits that the successful Bidder expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Bidder upon a termination as provided for in this section.

2.17 ASSIGNMENT

Due to the additional administrative burden placed on JAXPORT, the Bidder will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

2.18 SUBCONTRACTORS

The Contractor will, as soon as practicable after signing the Contract, notify JAXPORT in writing of the names of any subcontractors proposed for the work. No subcontractors will be employed until they are approved in writing by JAXPORT. The Contractor is as fully responsible to JAXPORT for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents creates any contractual relation between any subcontractors and JAXPORT.

2.19 FORCE MAJEURE

A. Performance of this ITB by both JAXPORT and the Bidder will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Bidder will be considered in default in the performance of its obligations under this ITB to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics; endemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.

B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

2.20 NON-WAIVER

Failure by either Party to insist upon strict performance of any of the provisions of this ITB will not release either Party of any of its obligations under the ITB.

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ARTICLE III
BID FORM

BIDDER'S COMPANY NAME:____

BEFORE COMPLETING THIS FORM, ALL BIDDERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR BIDS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE BID OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.

The undersigned proposes to furnish all labor, equipment and materials necessary to provide year-round **PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES** as required for a period of one (1) year from award date of this contract and in accordance with the Scope of Services detailed in Article IV of this ITB, at the following prices:

ITEM "A" - Monthly Pest Control Services

ITEM NO.	LOCATIONS	MONTHLY SERVICE COST	ESTIMATED SERVICE SCHEDULE	ANNUAL TOTAL SERVICE COST
A.1	**BIMT 841ST TRANSPORTATION BATTALION** 9620 David Rawls Blvd., Jacksonville, Florida 32226	$	X 12 Months	$
A.2	**BIMT FACILITIES/EQUIPMENT MAINT./BREAKROOM** 5945 William Mills Street, Jacksonville, Florida 32226	$	X 12 Months	$
A.3	**BIMT SWITCHGEAR BUILDING** 8425 Plimsoll Street, Jacksonville, Florida 32226	$	X 12 Months	$
A.4	**DAMES POINT CRUISE TERMINAL** 9810 August Drive, Jacksonville, Florida 32226	$	X 12 Months	$
A.5	**DAMES POINT MARINE FACILITY, 9-BLDGS** 9834 New Berlin Road, Jacksonville, Florida 32226	$	X 12 Months	$
A.6	**HARBOR MASTER OFFICE** 2064 East 11TH Street, Jacksonville, Florida 32206	$	X 12 Months	$
A.7	**PORT CENTRAL OFFICE BUILDING** 2831 Talleyrand Avenue, Jacksonville, Florida 32206	$	X 12 Months	$
A.8	**SECURITY ACCESS CONTROL AT BIMT** 9620 David Rawls Blvd., Jacksonville, Florida 32226	$	X 12 Months	$
A.9	**SECURITY ACCESS CONTROL CENTER AT TMT** 1830 East 21st Street, Jacksonville, Florida 32206	$	X 12 Months	$
A.10	**SECURITY OPERATIONS CENTER** 9530 New Berlin Court, Jacksonville, Florida 32226	$	X 12 Months	$
A.11	**TMT FACILITIES MAINTENANCE** 2039 East 11TH Street, Jacksonville, Florida 32206	$	X 12 Months	$
A.12	**TMT OPERATIONS/BREAKROOM** 2064 East 11TH Street, Jacksonville, Florida 32206	$	X 12 Months	$
			Pest Control Services - ITEM "A" TOTAL:	$

ITEM “B” - Monthly Turf/ Lawn Quality Management

ITEM NO.	LOCATIONS	MONTHLY SERVICE COST	ESTIMATED SERVICE SCHEDULE	ANNUAL TOTAL SERVICE COST
B.1	**PORT CENTRAL OFFICE BUILDING** 2831 Talleyrand Avenue, Jacksonville, Florida 32206	**$**	X 12 Months	**$**
B.2	**BIMT/SECURITY ACCESS CONTROL** 9620 Dave Rawls Blvd., Jacksonville, Florida 32226	**$**	X 12 Months	**$**
B.3	**TMT/ACCESS CONTROL CENTER** 1830 East 21st Street, Jacksonville, Florida 32206	**$**	X 12 Months	**$**
	Turf/Lawn Quality Management - ITEM “B” TOTAL:		$	

ITEM “C” - Monthly Rodent Control & Inspections

ITEM NO.	LOCATIONS	MONTHLY SERVICE COST	ESTIMATED SERVICE SCHEDULE	ANNUAL TOTAL SERVICE COST
C.1	**BIMT WAREHOUSES, EQUIPMENT & MAINT. AREAS** 5945 William Mills Street, Jacksonville, Florida 32226	**$**	X 12 Months	**$**
C.2	**BIMT 841ST TRANSPORTATION BATTALION** **9620 David Rawls Blvd., Jacksonville, Florida 32226**	**$**	X 12 Months	**$**
C.3	**DAMES POINT CRUISE TERMINAL (bldg. exterior)** 9810 August Drive, Jacksonville, Florida 32226	**$**	X 12 Months	**$**
C.4	**DAMES POINT MARINE FACILITY (bldg. exterior)** 9834 New Berlin Road, Jacksonville, Florida 32226	**$**	X 12 Months	**$**
C.5	**PORT CENTRAL OFFICE BUILDING (bldg. exterior)** 2831 Talleyrand Avenue, Jacksonville, Florida 32206	**$**	X 12 Months	**$**
C.6	**SECURITY ACCESS CONTROL (bldg. exterior)** 9620 Dave Rawls Blvd., Jacksonville, Florida 32226	**$**	X 12 Months	**$**
C.7	**SECURITY OPERATIONS CENTER (bldg. exterior)** 9530 New Berlin Court, Jacksonville, Florida 32226	**$**	X 12 Months	**$**
C.8	**TMT WAREHOUSES, EQUIPMENT & MAINT. AREAS** 2064 East 11TH Street, Jacksonville, Florida 32206	**$**	X 12 Months	**$**
	Rodent Control & Inspections - ITEM “C” TOTAL:		$	

ITEM “D” - Annual Termite Control & Inspection

ITEM NO.	LOCATIONS	ESTIMATED SERVICE SCHEDULE	ANNUAL TOTAL SERVICE COST
D.1	**TMT OPERATIONS/BREAKROOM** 2064 East 11TH Street, Jacksonville, Florida 32206	1 Year	**$**
D.2	**BIMT AMPORTS** 9240 Blount Island Blvd., Jacksonville, Florida 32226	1 Year	**$**
	Termite Control & Inspection - ITEM “D” TOTAL:	$	

ITEM "E" - Rodent Control Boxes				
ITEM NO.	LOCATIONS	ESTIMATED NO. OF BOXES	UNIT COST	EXTENDED TOTAL COST
E.1	**BIMT WAREHOUSES, EQUIPMENT & MAINT. AREAS** 5945 William Mills Street, Jacksonville, Florida 32226	**4 EA**	**$**	**$**
E.2	**BIMT 841ST TRANSPORTATION BATTALION** 9620 David Rawls Blvd., Jacksonville, Florida 32226	**4 EA**	**$**	**$**
E.3	**DAMES POINT CRUISE TERMINAL (bldg. exterior)** 9810 August Drive, Jacksonville, Florida 32226	**5 EA**	**$**	**$**
E.4	**DAMES POINT MARINE FACILITY (bldg. exterior)** 9834 New Berlin Road, Jacksonville, Florida 32226	**9 EA**	**$**	**$**
E.5	**PORT CENTRAL OFFICE BUILDING (bldg. exterior)** 2831 Talleyrand Avenue, Jacksonville, Florida 32206	**2 EA**	**$**	**$**
E.6	**SECURITY ACCESS CONTROL (bldg. exterior)** 9620 Dave Rawls Blvd., Jacksonville, Florida 32226	**2 EA**	**$**	**$**
E.7	**SECURITY OPERATIONS CENTER (bldg. exterior)** 9530 New Berlin Court, Jacksonville, Florida 32226	**4 EA**	**$**	**$**
E.8	**TMT WAREHOUSES, EQUIPMENT & MAINT. AREAS** 2064 East 11TH Street, Jacksonville, Florida 32206	**4 EA**	**$**	**$**
	Rodent Control Boxes – ITEM "E" TOTAL:		$	

GRAND EXTENDED TOTAL - ITEMS "A THRU E":	$____________________ *(INPUT THIS TOTAL IN E-BUILDER)*

Failure to provide above information may be grounds for rejection of Bid

BASIS OF AWARD: The award of this contract will be based on the total sum of all items of work (A thru E). The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, whose bid is fully conforming to the requirements of the bid documents.

JAXPORT reserves the right to award this contract to the Bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements and minimum requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all minimum requirements, is qualified and has the necessary organization, capital and resources required to deliver equipment/services under the terms of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part. JAXPORT reserves the right to award the contract to the Bidder submitting the Proposal that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which Proposal will be in its best interest, and its decision will be final.

BIDDER'S ATTESTATION: Initials_____ Date_____ I hereby attest, as the Bidder's authorized agent, that Company is not owned, an affiliate of, or substantially controlled or influenced by the government of a foreign country of concern as defined below.

Under Florida Statutes, JAXPORT, like all state agencies and local government entities, is prohibited from entering into any contract or agreement with a foreign country of concern, which has been defined as "the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern."

BIDDER’S CERTIFICATION

1) Certification and Representations of the Bidder

By signing and submitting a Bid, the Bidder certifies and represents as follows:

A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Bid. Where the Bidder visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.

B. That every aspect of its submitted Bid, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JAXPORT assumes the responsibility.

C. That the individual signing the Bid is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.

D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor’s license and occupational licenses necessary to perform the services. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JAXPORT of status change.

E. That it read understands and will comply with Article 1.15, Public Entity Crime “Exhibit B” and Conflict of Interest Certificate “Exhibit A” of these instructions to Bidders.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

INVITATION TO BID NO. 26-07
PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES

BIDDER'S ACKNOWLEDGEMENT

I hereby acknowledge, as Bidder's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Bid, I have met the minimum requirements **(See Article I, Paragraph 1.09)**, and will fully comply with such terms and conditions.

Date:_________________

Company Name:____

Bidder is a *(check one)*: _____ Corporation _____ Partnership ____ Individual

Authorized Agent's Name:____

Authorized Agent's Signature:____

Authorized Agent's Title:____

Authorized Agent's Email Address:____

Telephone Number: ________________________ Fax Number: ____________________________

Federal Identification Number :____

Remittance Address: ____

____

City:___________________________________ State:_________ Zip Code:_____

The following items *must* be submitted with the Bid Form:

The following checklist is provided for convenience, but the Bidder must carefully review the submittal requirements in the Request for Bid and submit all information requested.

(1) Bid Form Article III **- *(Pages A3-1 thru A3-5)***;
(2) Copy of Occupational License;
(3) Name, phone number and email address of three (3) customer references;
(4) Describe commercial/industrial experience of similar services in pest control, turf management and termite treatment services as requested by JAXPORT and the number of years' experience;
(5) Resume of the Supervisor to be assigned to this contract;
(6) Acknowledgement of Addenda, *if any*
(7) Conflict of Interest Certificate (Exhibit "A")
(8) Sworn Statement of Public Entity Crimes (Exhibit "B")
(9) E-Verify Compliance Form (Exhibit "C")
(10) Any other requirements listed in Request for Bid.

Failure to provide above information in stated format may be grounds for rejection of Bid.

Prior to start of work, CONTRACTOR must furnish the following documents:

- Proof of required insurance coverage as listed in Article II Paragraph 2.11.

INVITATION TO BID NO. 26-07
PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES

NO BID FORM

If your company cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

Jacksonville Port Authority
Procurement Services
FAX: (904) 357-3077
OR
Jerrie.Gunder@jaxport.com

We are unable to submit a Bid at this time due to the following reasons:

____

____

____

Name of Firm: ____

Signature: ____

Printed Name: ____

Title: ____

Telephone Number: _________________________ Email:________________________________

Address: ____

City: ______________________________ State: __________ Zip Code: ____________

ARTICLE IV
SCOPE OF SERVICES

4.01 GENERAL OVERVIEW

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport located in the Southeastern United States and is the global gateway to the State of Florida, the third most populous state in the nation.

JAXPORT owns, maintains and markets three cargo terminals, two intermodal rail terminals and one passenger cruise terminal along the St. Johns River.

JAXPORT and its maritime partners handle a variety of cargoes, including:

- containerized freight
- automobiles, recreational boats and construction equipment (roll-on roll-off or Ro/Ro)
- breakbulk commodities
- dry and liquid bulks and
- over-sized and specialty cargoes.

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2024, including 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 500,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 22 container cranes, warehousing, Foreign Trade Zone status and intermodal connections enhanced through its two container rail yards. To help speed goods to market, shippers can take advantage of Jacksonville's location at the crossroads of three major railroads (CSX, Norfolk Southern and Florida East Coast Railway) and three interstate highways (I-95, I-10, and I-75).

Cargo activity through the Port of Jacksonville generates 206,000+ jobs in Florida and supports $33 billion in annual economic output for the region and state.

JAXPORT's Vision
JAXPORT will be a global leader in diversified trade and supply chain solutions, focused on efficiency and fiscal integrity.

JAXPORT's Mission
Creating jobs and opportunities by offering the most competitive environment for the movement of cargo and people in a safe and secure workplace.

4.02 SCOPE OF SERVICES

Furnish all supervision, labor, material and equipment and materials to provide year-round Pest Control, Turf Management and Termite Treatment Services for various areas and locations at the Jacksonville Port Authority and its Tenants. Locations will include but are not limited to Talleyrand Marine Terminal (TMT), Blount Island Marine Terminal (BIMT), Dames Point Cruise Terminal (DPCT), Dames Point Marine Facility (DPMF), Access Control Center (ACC), Port Central Office Building (PCOB), and Security Operations Center (SOC). JAXPORT reserves the right to make changes by altering, adding, or deleting locations or services as needed.

A. BUILDINGS PEST CONTROL:

The Awarded Contractor will provide monthly interior and exterior pest control services around the perimeter of the buildings. Reference ATTACHMENT NO. 2, for a list of JAXPORT properties, locations and building approximate square footage. Monthly treatment shall include, but is not limited to, elimination of the following pests: ants (all species), spiders, crickets, roaches, silverfish, scorpions, mice, rats, fleas, earwigs, black gnats, moths, caterpillars (all species), wasps, hornets, bees and all similar pests. JAXPORT reserves the right to request immediate retreatments of any area at no additional charge.

B. TURF MANAGEMENT:

The turf management services will be provided monthly; the lawn and shrub management require a guarantee. JAXPORT reserves the right to request retreatments of any area at no additional charge. Service must include controlling pests on the outer grounds of the buildings, such as sidewalks and lawns. See ATTACHMENT NO. 2, for approximate perimeter.

C. RODENT CONTROL & INSPECTIONS:

The rodent control inspections services will be provided monthly; however, the rodent boxes (Item "E") should be checked every 5-7 days when initially setup. This allows you to quickly monitor activity, replenish depleted bait so the food supply is continuous, and promptly remove dead rodents to prevent odors and secondary pest issues. Once the population has dwindled, monthly inspection/surveillance is needed to ensure fresh bait is available and to dispose of deceased pests. Rodent boxes should be placed along the outside of building foundations or around the perimeter of the area. Where buildings are not rodent-proof, permanent bait stations can be placed inside.

D. SUBTERRANEAN TERMITE CONTROL:

The subterranean termite control and inspection services will be provided annually, on or before an anniversary date set by the Building Maintenance Foreman. Termite control services must include primary preventive treatment for subterranean termites and other wood-destroying organisms by eliminating any existing colonies and/or prevent ones from being established. Annual treatments must include, but not limited to treatment of the interior and exterior areas, around doors, windows, lighting fixtures, vents, through foundation cracks, under patios, inside pipes, inside blocks, baseboards, walls, windows, crawl spaces, door frames, insides of cabinets, closets, and anywhere else termites hide.

Annual inspections with no requested warranty will include checking for visible signs of a termite infestation, which include: droppings, broken wings, mud tubes, and damaged wood. If termite activity is found during the annual inspection of the facilities, determine the extent of the termite problem and provide JAXPORT with a recommendation for immediate treatment and repairs, if necessary.

A schedule for the monthly and annual treatments will be arranged by the Building Maintenance Foreman at each location once an award has been made. When the cruise ships are in operation, the Cruise Terminal monthly pest control treatments will be on "*non-cruise days*" only. Annual cruise schedules are posted at www.jaxport.com/cruise/ or can be obtained by calling Carnival Cruise Lines at 1-800-CARNIVAL or visiting www.carnival.com and/or calling Norwegian Cruise Line (NCL) at 888-NCL-CRUISE (625-2784) or visiting www.ncl.com.

If the awarded contract expires or lapses before a contractually obligated retreatment can be performed, the company is required to provide JAXPORT a written offer within 90-days to perform this retreatment (in accordance with the original contract terms) at no additional cost.

4.03 RESPONSE TIME

The Contractor will respond within one (1) hour of the time service call is placed to the Contractor's designated phone number and will dispatch a Service Technician within two (2) hours of the time the service call is placed. Failure to do so may result in termination of the contract due to non-performance, unless a designated JAXPORT Inspector has waived the requirement due to extenuating circumstances. JAXPORT reserves the right to call another vendor if the awarded vendor fails to respond timely.

4.04 CERTIFICATION/BIDDER QUALIFICATIONS

The vendor must be a qualified, licensed and approved vendor by the **Florida Department of Agriculture and Consumer Services (FDACS) – Bureau of Entomology and Pest Control** and have current experience in providing the types of services required under this ITB. The vendor must become fully aware of the specifications provided in this ITB. Failure to do so will not relieve a successful bidder of its obligation to furnish Pest Control, Turf Management and Termite Treatment Services" in accordance with the terms and conditions of this ITB. **Copy of license shall be furnished with ITB submission.**

4.05 DOCUMENTATION/APPROVAL OF WORK

The successful Contractor shall prepare and provide JAXPORT with monthly inspection or service reports of pest control maintenance activities. These reports shall include location(s), contract tasks worked on and/or completed, date of service, Technician's name, chemicals used and any problems encountered. The inspection or service reports can be submitted in conjunction with monthly payment requests. All payments for services will be based upon completed service reports detailing the task accomplished in the month in which the inspections take place. All final invoices submitted to JAXPORT's Accounting Dept., will be based upon and include copies of the signed inspection reports for each service and will reference Contract No. 26-07.

4.06 CONTRACTOR TO BE RESPONSIBLE FOR PROPERTY

Contractor shall be responsible for any damage or loss (including theft) of property of JAXPORT, or its tenants, caused by Contractor's employees.

4.07 HOURS OF SERVICE

Daylight hours Monday through Friday and all weekends including holidays.

4.08 JAXPORT RIGHT TO PERFORM SERVICES

JAXPORT retains the right to perform services as it determines is in its best interest. This will include services performed by JAXPORT employees or by other Contractors.

4.09 INSPECTION OF FACILITIES

Bidders are encouraged to visit the facilities before submitting proposals.

4.10 SUPPLIER PERFORMANCE/CONTRACT MANAGEMENT

In an effort to improve supplier performance, ensure high quality service and products from suppliers and proactively monitor performance so that JAXPORT'S needs and expectations are being met, JAXPORT is instituting a Supplier Performance Evaluation Program.

Overview

To establish a uniform and simple means of evaluating supplier performance, the Supplier Performance Evaluation program includes the use of a Supplier Evaluation Form. Formally awarded, competitive contracts for services, supplies, equipment, construction, capital projects and construction related professional services shall be evaluated using this form. For informal awarded purchase orders where the end-user of the contract should reasonable foresee that poor supplier performance would create significant business risk for JAXPORT, this program shall also apply.

Objectives

The Supplier Performance Evaluation Form will support JAXPORT'S purchasing goals which include: To obtain the highest quality of goods and services for the smallest outlay of dollars, and to provide a fair and level playing field for all businesses.

The Supplier Performance Evaluation Program is intended to accomplish the following goals:

- Drive suppliers to continuously improve performance
- Provide on-going incentives for suppliers to perform well and penalties for poor performance
- Standardized approach for documenting supplier performance
- Increasingly hold suppliers accountable for their work
- Increase communication with suppliers regarding performance
- Ensure clarity of expectations regarding vendor performance

Contract Quality Evaluator (CQE)

For every contract which JAXPORT enters into, the respective Department's Director will designate an employee to be responsible for the evaluation of the supplier's performance under the contract. This function is called contract quality evaluation and the individual performing the role is the CQE. Functions of the CQE include assisting the supplier in beginning work in an effective manner, inspecting the supplier's work, handling issues resulting from work, approving invoices and evaluating supplier performance.

Frequency of Inspections and Evaluations

Determining inspection and completion of Performance Evaluation Form is an important decision for CQE's. Generally, the higher the risk to JAXPORT, the more frequent and thorough the inspections should be. Where risk of poor performance is low, inspections could be less; however, these should always result in the completion of a Performance Evaluation Form. CQE's should never hesitate to seek guidance from the Director of Procurement Services or Procurement Staff.

If inspections determine that a supplier is performing poorly, it is critical that the CQE prepare a Performance Evaluation Form documenting such performance in detail and provide the supplier with a copy of such form as soon as possible. The CQE should document results of inspections on the Performance Evaluation Form and the comments should be clear enough so that they may be referred to at a later time without any question as that what they mean. Completed Performance Evaluation Forms should be sent to the attention of the Director of Procurement Services or his/her designee so that a Deficient Performance Letter may be issued to the supplier.

Unacceptable Performance

Actions: The CQE's will notify Procurement Services via the Performance Evaluation Forms that the supplier's performance has been unacceptable. Procurement Services will then notify in writing via a deficient performing letter informing the supplier that its performance has been rated as unacceptable. The supplier shall have ten (10) days to respond to the letter and such response shall include specific actions that the supplier will take to bring the supplier's performance up-to an acceptable performance level.

Within thirty (30) days from date of the first unacceptable performance letter, or before the project is scheduled for completion, JAXPORT will notify the supplier in writing as to whether its performance, as determined solely by JAXPORT, is meeting expectations or is continuing to be unacceptable. If the supplier's performance as described in the letter is meeting expectations, no further remedial action will be required by the supplier, as long as the supplier's performance continues to be acceptable.

If the supplier's performance as described in the first letter continues to be unacceptable, or is inconsistently acceptable then the supplier shall have fifteen (15) days from the second letter to demonstrate solely through its performance of the work, that it has achieved acceptable performance. If the supplier's performance is deemed unacceptable after a third time, JAXPORT will take such actions as it deems appropriate including, but not limited to, terminating the contract for breach, suspending the supplier from bidding on any JAXPORT related solicitations and other remedies available in the Procurement Code and in law. Such action does not relieve the supplier of its obligations under the contract, nor does it preclude an earlier termination.

Top Performance

Actions: When the supplier demonstrates consistent Top Performance for a period of no less than six months, JAXPORT will recognize the supplier by naming the supplier as a supplier of the quarter. Such recognition will be used in future bid evaluations and due preference will be given.

Disputes

If the supplier wants to dispute the results of Performance Evaluation Forms, the supplier must submit a letter to the Director of Procurement providing supplemental information that it believes the JAXPORT CQE's failed to take into account when preparing the Performance Evaluation Forms. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the supplier's receipt of any notice of unacceptable performance. If the Director of Procurement decides to change the evaluation to acceptable performance, the supplier will be notified, and a revised letter of performance will be prepared with a copy issued to the CQE and their respective Director. If the Director of Procurement decides that no change is warranted, the decision of the Director will be final.

ATTACHMENT NO. 1

How to Submit Your Bid Response in Trimble Unity Construct (e-Builder) - TID

Access the Bid Package

To access the bid package, ensure that you Create a Trimble ID. After creating you Trimble ID (TID), you will be able to login to the bidder portal and access the bid package.

> If you do not see the bid package you are expecting, enter the invitation key from the bid invitation email into the field at the top of the page. The invitation key is case sensitive and specific to your email address (DO NOT SHARE).

To access the bid package

1. Click the link in the bid request email.
    - The Trimble Unity Construct Bid Portal login page is displayed.
2. Enter your created Trimble ID.
3. Click the name of the bid package you want to access.
    - The bid package details page is displayed.

To accept / decline the invitation to bid

1. Access the bid package to display the Invitation tab.
2. Click **Accept** or **Decline** the Invitation to update the **Bidding** field to either Will Bid or Will Not Bid.

Review Package Invitation

The Bid Package view contains key package information at the top of the screen.

- **Title**: Displays project/package name.
- **Status**: Displays Open or Closed and whether you have accepted, declined or have not response yet.
- **Timeframe**: Displays how much time is left before the bid due date / time.
- **Summary**: Displays the current financial total of your bid response.
- **Bid Info**: Displays Bid package description, contact person, pre-bid meeting details and bid instructions.
- **Invitation Documents**: Drawings, specifications and other documents for the bid are published on this tab.
- **Addenda**: If addenda are published, you will be required to acknowledge your receipt of every addendum with a check mark on the Additional Information tab. If addenda are published after you have submitted a bid response, your bid will be set back to Draft status and you will need to resubmit your response.

> To download a file or folder, click beside the file name. To download all the files and sub-folders in a folder, click beside the folder name. A folder containing multiple sub-folders or files will be automatically downloaded as a .zip file. A confirmation message will be displayed if the download is successful.

Submit Your Bid Response

After reviewing the bid package invitation, use the Response Form tab to submit your bid response.

To submit your bid

1. Access the bid package.
2. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.
   Ensure that you provide pricing at the level of detail required by the bid. Some line items may be lump sum, and others may require quantities and unit prices.
   > - If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
   >
   > - The Summary box at the top of the page maintains a running total of your entries for reference.
4. Click (Save) and ensure that your work is saved periodically.
   > (Optional) To export the bid items to a spreadsheet that you can customize or that you can share with your team, click (Download). After updating the spreadsheet, click (Upload) to re-import it.
5. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid. Any Bid Submission custom fields that have been setup for your account will also be displayed here. All uploaded documents will be displayed in a table at the bottom of the tab for you to review.
6. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. When available, the custom fields set up for your account will be displayed on this tab. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
7. Review the entire Response Form and click **Submit**.
8. **Confirmation Modal:** A window will appear asking you to confirm your intent to submit.
9. **Verification Step:** You will see your **Total Bid Value** highlighted
10. **Action:** Enter the exact numerical value shown in the highlight into the confirmation box.
11. Click **Confirm and Submit**
    The date and time that you submitted your bid is stamped on your Response Form. You will also receive an email confirmation.

Additional Notes

- ***After the bid due date/time has passed, the Submit button will be disabled. It is critical that you complete the entire process prior to the cut-off time. The system will not permit you to submit your proposal or bid after the deadline regardless of where you are in the process. As stated, the Submit button is systematically disabled promptly at the deadline and JAXPORT is unable to see anything you have uploaded prior to the bid due date/time. No late submissions will be permitted or accepted. Please plan accordingly.***
- If the bid manager adds or changes a bid item, or publishes an addendum, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.

- When you need to step away from entering the quote, click (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- It is recommended that you submit your quote at least 60 minutes before the due time so that you can rectify any errors. To submit the proposal, you must complete all the fields and acknowledge the addenda items.
- **Failure to submit all information requested documents will result in a proposal or bid being considered "non-responsive," and therefore will be rejected.**

Recall your Bid Response *(only if necessary)*

If you failed to submit all documents or see an error on a page **after submitting** your bid, you can make changes to your bid before the due date/time without any interaction from the bid manager. The bid manager has no record of your bid response until you click **Confirm and Submit** again.

To recall your bid response

1. On the **Response Form** tab, click **Recall Bid**.
2. Optionally provide a reason for your recall and then click **Yes, I am sure**.
   - Your previous submission information is displayed on the Response Form tab.
3. Click **Confirm and Submit** to resubmit your bid prior to the bid due date/time.

ATTACHMENT NO. 2

INVITATION TO BID NO. 26-07
PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES

BUILDINGS & PERIMETER LOCATIONS ESTIMATED *SQUARE FOOTAGE

**** Below are the square footage of the buildings and not necessarily the areas of treatment***

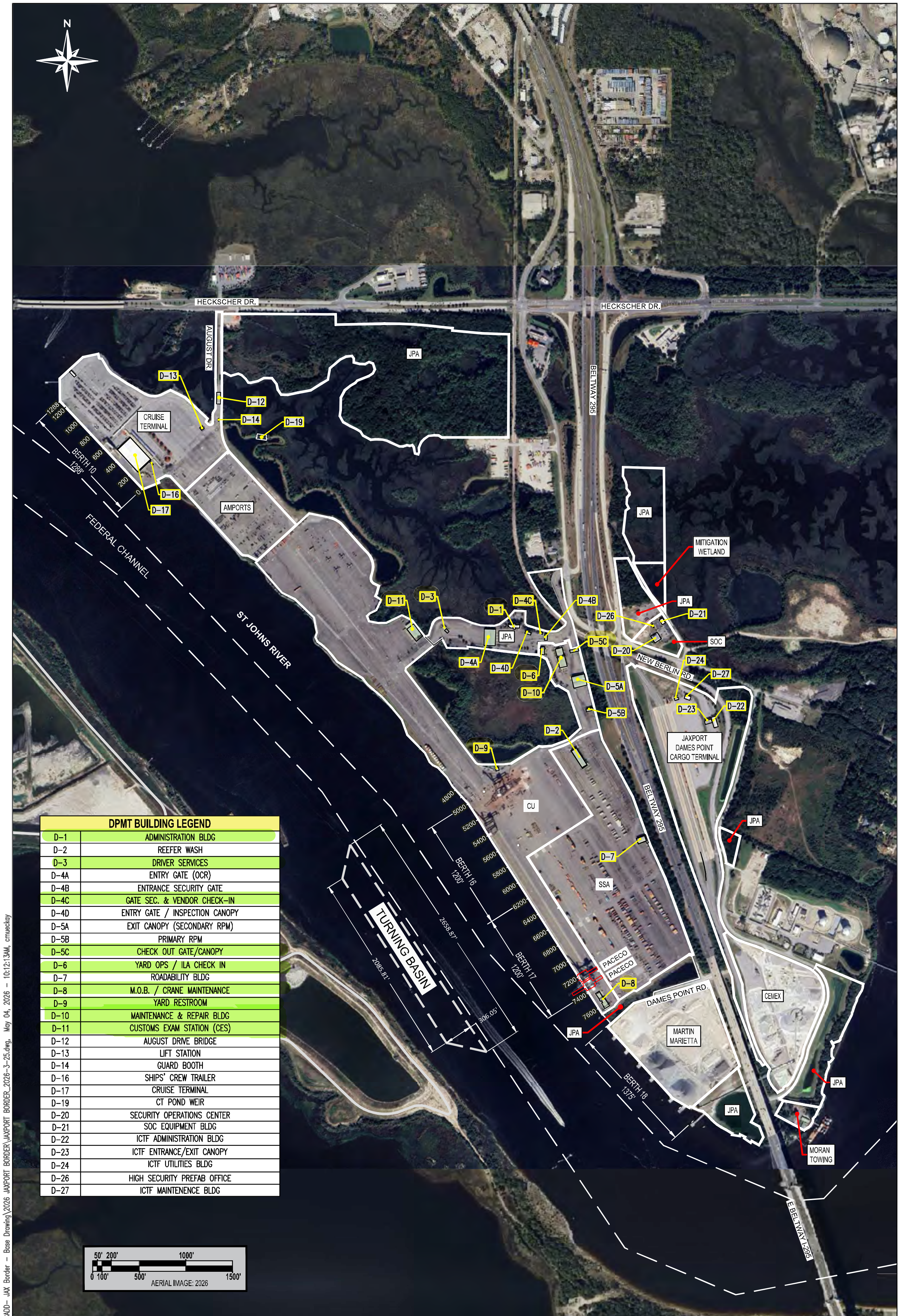
MONTHLY PEST CONTROL LOCATIONS	* SQUARE FOOTAGE
BIMT EQUIPMENT WAREHOUSE 5945 William Mills Street, Jacksonville, Florida 32226	**13,750**
BIMT MAINTENANCE OFFICES & BREAKROOM BUILDING 5945 William Mills Street, Jacksonville, Florida 32226	**4,000**
BIMT MAINTENANCE WAREHOUSE 5945 William Mills Street, Jacksonville, Florida 32226	**17,760**
BIMT SECURITY ACCESS CONTROL & 841ST TRANSPORTATION BATTALION 9620 David Rawls Blvd., Jacksonville, Florida 32226	**7,136**
BIMT SWITCHGEAR BUILDING 8425 Plimsoll Street, Jacksonville, Florida 32226	**5,033**
DAMES POINT CRUISE TERMINAL 9810 August Drive, Jacksonville, Florida 32226	**63,000**
DAMES POINT MARINE FACILITY – *(9-bldgs)* 9834 New Berlin Road, Jacksonville, Florida 32226	**6,630**
PORT CENTRAL OFFICE BUILDING 2831 Talleyrand Avenue, Jacksonville, Florida 32206	**44,500**
SECURITY OPERATIONS CENTER – *(2 bldgs)* 9530 New Berlin Court, Jacksonville, Florida 32226	**9,030**
TMT ACCESS CONTROL CENTER OFFICES & CONTAINER BUILDING 1830 East 21st Street, Jacksonville, Florida 32206	**26,617**
TMT EQUIPMENT MAINTENANCE & BREAKROOM WAREHOUSE 2064 East 11TH Street, Jacksonville, Florida 32206	**10,260**
TMT FACILITIES MAINTENANCE BUILDING 2039 East 11TH Street, Jacksonville, Florida 32206	**5,487**
MONTHLY TURF CONTROL LOCATIONS	SQUARE FOOTAGE
PORT CENTRAL OFFICE BUILDING - *(lawn area)* 2831 Talleyrand Avenue, Jacksonville, Florida 32206	**9,800'** **PERIMETER**
SECURITY ACCESS CONTROL – *(lawn area)* 9620 David Rawls Blvd., Jacksonville, Florida 32226	**54,450**
TMT ACCESS CONTROL CENTER – *(lawn area)* 1830 East 21st Street, Jacksonville, Florida 32206	**34,500**
ANNUAL TERMITE CONTROL & INSPECTION LOCATIONS	SQUARE FOOTAGE
TMT OPERATIONS/BREAKROOM BUILDING 2064 East 11TH Street, Jacksonville, Florida 32206	**3,930**
BIMT AMPORTS BUILDING 9240 Blount Island Blvd., Jacksonville, Florida 32226	**1,750'** **PERIMETER**

ATTACHMENT NO. 3a

DPMT BUILDING LIST

DAMES POINT MARINE FACILITY – (9-bldgs)

9834 New Berlin Road, Jacksonville, Florida 32226



DPMT BUILDING LEGEND	
D-1	ADMINISTRATION BLDG
D-2	REEFER WASH
D-3	DRIVER SERVICES
D-4A	ENTRY GATE (OCR)
D-4B	ENTRANCE SECURITY GATE
D-4C	GATE SEC. & VENDOR CHECK-IN
D-4D	ENTRY GATE / INSPECTION CANOPY
D-5A	EXIT CANOPY (SECONDARY RPM)
D-5B	PRIMARY RPM
D-5C	CHECK OUT GATE/CANOPY
D-6	YARD OPS / ILA CHECK IN
D-7	ROADABILITY BLDG
D-8	M.O.B. / CRANE MAINTENANCE
D-9	YARD RESTROOM
D-10	MAINTENANCE & REPAIR BLDG
D-11	CUSTOMS EXAM STATION (CES)
D-12	AUGUST DRIVE BRIDGE
D-13	LIFT STATION
D-14	GUARD BOOTH
D-16	SHIPS' CREW TRAILER
D-17	CRUISE TERMINAL
D-19	CT POND WEIR
D-20	SECURITY OPERATIONS CENTER
D-21	SOC EQUIPMENT BLDG
D-22	ICTF ADMINISTRATION BLDG
D-23	ICTF ENTRANCE/EXIT CANOPY
D-24	ICTF UTILITIES BLDG
D-26	HIGH SECURITY PREFAB OFFICE
D-27	ICTF MAINTENENCE BLDG

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JAXPORT JACKSONVILLE PORT AUTHORITY

NORTH

DAMES POINT MARINE TERMINAL
2026

JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT

2831 TALLEYRAND AVENUE
JACKSONVILLE, FL 32206

SHEET	1 OF 1
DATE	1/23/2026
SCALE	N.T.S.

DAMES POINT ASSET MANAGEMENT (Buildings)

Bldg	Owner	Occupant	Description	Fin. Asset #	Structure	Year	Address	Longitude	Lattitude	Area	System Type	Fire Sup. (sq ft)
							Jacksonville, Fl 32226					
D-1	JPA	JPA	Administration Bldg	10399	Concrete - 3 Story	2009	9834-D1 New Berlin Road	81d 34' 2.1" W	30d 24' 10.1" N	14,000	Sprinklers	12,385
D-2	JPA	JPA	Reefer Wash	10399	Steel Frame	2009	9834-D2 New Berlin Road	81d 33' 54.9 W	30d 23' 56.7" N	26,300	None	0
D-3	JPA	JPA	Driver Services	10399	Concrete	2009	9834-D3 New Berlin Road	81d 34' 10.7" W	30d 24' 9.5" N	520	None	0
D-4-A	JPA	JPA	Entry Gate (OCR)	10399	Steel Frame Canopy	2009	9834-D4A New Berlin Road	81d 34' 4.8" W	30d 24' 8.5" N	30,350	None	0
D-4-B	JPA	JPA	Entrance Security Gate	10399	Steel Frame Canopy	2009	9834-D4B New Berlin Road	81d 33' 58.2" W	30d 24' 8.7" N	7,150	None	0
D-4-C	JPA	JPA	Gate Sec. & Vendor Check-in	10399	Concrete	2009	9834-D4C New Berlin Road	81d 33' 58.9" W	30d 24' 9.0" N	447	None	0
D-4-D	JPA	JPA	Entry Gate / Inspection Canopy	10399	Steel Frame Canopy	2009	9834-D4D New Berlin Road	81d 34' 0.2" W	30d 24' 9.0" N	1,615	None	0
D-5-A	JPA	JPA	Exit Canopy (Secondary RPM)	10399	Steel Frame Canopy	2009	9834-D5A New Berlin Road	81d 33' 54.0" W	30d 24' 3.5" N	24,402	None	0
D-5-B	JPA	JPA	Primary RPM	10399	Steel Frame Canopy	2009	9834-D5B New Berlin Road	81d 33' 52.9" W	30d 24' 0.8" N	11,100	None	0
D-5-C	JPA	JPA	Check Out Gate/canopy	10399	Steel Frame Canopy	2009	9834-D5C New Berlin Road	81d 33' 54.7" W	30d 24' 7.0" N	10,784	None	0
D-6	JPA	ILA	Yard Ops / ILA Check In	10399	Concrete	2009	9834-D6 New Berlin Road	81d 33' 59.0" W	30d 24' 7.3" N	3,200	None	0
D-7	JPA	JPA	Roadability Bldg	10399	Steel Frame	2009	9834-D7 New Berlin Road	81d 33' 46.4" W	30d 23' 46.9" N	7,100	None	0
D-8	JPA	JPA	M.O.B. / Crane Maintenance	10399	Concrete	2009	9834-D8 New Berlin Road	81d 33' 50.8" W	30d 23' 30.3" N	7,000	None	0
D-9	JPA	Common Use	Yard Restroom	10399	Concrete	2009	9834-D9 New Berlin Road	81d 34' 4.2" W	30d 23' 54.5" N	684	None	0
D-10	JPA	JPA	Maintenance & Repair Bldg	10399	Concrete	2009	9834-D10 New Berlin Road	81d 33' 57.0" W	30d 24' 6.5" N	15,205	Sprinklers	15,205
D-11	JPA	US Customs	Customs Exam Station (CES)	10399	Concrete Whse	2009	9834-D11 New Berlin Road	81d 34' 14.5" W	30d 24' 8.5" N	12,960	Sprinklers	12,960
D-12	JPA	N/A	August Drive Bridge	N/A	Concrete	1985	N/A	81d 34' 38.5" W	30d 24' 33.9" N	0	None	0
D-13	N/A	Utility	Lift Station		Open	2009	N/A	81d 34' 40.6" W	30d 24' 30.6" N	2,916	None	0
D-14	JPA	Contracted Security	Guard Booth		Prefab Booth	2006	N/A	81d 34' 39.2" W	30d 24' 29.8" N	25	Extinguisher	0
D-15	*JPA*	*DEMOLISHED*	*Utility Shed*			2017						
D-16	JPA	Ship's Crew	Ships' Crew Trailer		Mobile Trailer	2005	N/A	81d 34' 50.0" W	30d 24' 31.6" N	950	Extinguisher	0
D-17	JPA	JPA	Cruise Terminal	10160	Concrete	2003	9810 August Drive	81d 34' 47.9 W	30d 24' 28.6" N	63,000	Sprinklers	63,050
D-18	JPA	Contracted Security	Parking Toll Booths	10160	3 - Prefab Booths	2003	N/A	81d 34' 37.4" W	30d 24' 24.6" N	50/booth	Extinguisher	0
D-19	JPA		CT Pond Weir	N/A	Concrete	1999	N/A	81d 34' 33.8" W	30d 24' 29.8" N	6,200	None	0
D-20	JPA	JPA	Security Operations Center	10467	Steel Frame	2008	9530 New Berlin Court	81d 33' 44.4" W	30d 24' 8.8" N	6,630	Extinguisher	0
D-21	JPA	JPA	SOC Equipment Bldg	10682	Steel Frame	2013	9530 New Berlin Court	81d 33' 43.85" W	30d 24' 10.0" N	2,400	Extingusiher	0
D-22	JPA	JPA	ICTF Administration Bldg	10767A	1- Story Conc.	2016	TBD	81d 33' 39.00" W	30d 23' 59.00" N	3,649	Extinguisher	0
D-23	JPA	JPA	ICTF Entrance/Exit Canopy	10767B	Steel Frame	2016	N/A	81d 33' 38.50" W	30d 23' 59.90" N	3,375	N/A	0
D-24	JPA	JPA	ICTF Utilities Bldg	10767C	Steel Frame	2016	N/A	81d 33' 44.50" W	30d 24' 2.00" N	720	Extinguisher	0
D-25	JPA	JPA	ICTF Maintenance Bldg	10767D	Steel Frame	2017	N/A	81d 33' 40.50" W	30d 24' 2.10" N	2,400	Extinguisher	0
D-26	JPA	JPA Secutiry	High Security Prefab Office		Mobile Trailer	2013		81d 33' 45.1" W	30d 24' 9.8" N	320	Extinguisher	0

ATTACHMENT NO. 3b

ACC PROPERTY AREA

TMT ACCESS CONTROL CENTER OFFICES
& CONTAINER BUILDING

1830 East 21st Street, Jacksonville, FL 32206

JAXPORT
JACKSONVILLE PORT AUTHORITY

NORTH

TALLEYRAND MARINE TERMINAL
PEST CONTROL AREAS (A.C.C. & OPS)
2026

JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT		SHEET	1 OF 1
		DATE	6/03/26
2831 TALLEYRAND AVENUE JACKSONVILLE, FL 32206		SCALE	NTS

H:\Mar_eng\Projects in Development\03 TMT\JT – NEW CONTROL OFFICES_2025-08-04\02 CAD Files & Graphics\CAD Files\TMT_PEST CONTROL CALC_2025-6-3.dwg, Jun 03, 2026 – 10:26:21AM, cmueckoy

PERFORMANCE EVALUATION FORM

☐Weekly ________ ☐Monthly __________ ☐Quarterly __________ ☐As Needed_________

Contract No./Purchase Order No. ________________ Supplier Name:__________________________

Date Service Provided:_________________________ Total Cost of Project:_____________________

1). **Timeliness:** Measure of how well the supplier adheres to schedule and meets due dates. ***(Check One)***

- ☐ Rarely or Inconsistently on Schedule: Few or no milestones met, little or no sense of urgency, little or no use of schedules or a scheduling process, more than 10% to 20% behind schedule and delay is attributable to supplier's performance
- ☐ Usually on Schedule: Demonstrated sense of urgency and commitment to schedule, less than 10% over or under schedule, no portion of delay is attributable to supplier's performance, regularly uses schedules to plan work and communicate progress.
- ☐ Consistently on Schedule: Proactive in identifying schedule related issues. Scheduling and planning processes are formalized, 10% ahead of schedule, meets all major milestones.

2). **Quality of Workmanship:** Measure of the craft skills, knowledge, and dedication to quality work. ***(Check One)***

- ☐ Poor Workmanship/Needs Improvement: Some significant rework required. Workers do not understand the work nor take any sense of pride in work output. Workers looked for opportunities to just get the job done.
- ☐ Good Workmanship: Demonstrated experience in the craft is shown by all workers. Good regard to delivering a quality project, little rework required none of it significant.
- ☐ Very Good Workmanship: Demonstrated a relentless drive to deliver a quality project, within budget constraints and on time. Demonstrated an unusually high level of understanding and skill in executing the work. No rework required.

3). **Quality of Materials and Equipment:** Measure of the technical understanding of materials and equipment installed and dedication of proper selection and handling of materials and equipment. ***(Check One)***

- ☐ Poor Usage/Needs Improvement: Little care is demonstrated in the selection, transport, or storage of materials or equipment. Materials or equipment did not meet specifications and was unacceptable. Significant rework was required to fix project.
- ☐ Good Usage: Good care was demonstrated in the selection, transport and storage of material and equipment. Installed materials and equipment to specifications, No material or equipment quality issues were noticed.
- ☐ Very Good Usage: Overall quality of materials and equipment significantly enhanced installation or completion of the project. Product exceeded specifications on several significant measures. Supplier demonstrated exceptional technical knowledge of materials and equipment installed.

4). **Contract Administration:** Measure of how well supplier managed the administrative processes associated with providing the service**.** ***(Check One)***

- ☐ Poor Administration/Needs Improvement: Inconsistently produces required paperwork on time. Invoice accuracy needs improvement. Little or no documented status reporting.
- ☐ Good Administration: Usually produces required paperwork including accurate invoices and reports in a timely manner. Rarely are invoice inaccuracies found.
- ☐ Very Good Administration: Always produces required paperwork including accurate invoices and reports in a timely manner. Invoices and reports always accurate, timely and useful. Aggressively finds and implements process improvement designed to improve contract administration.

5). **Customer Service:** Measure of how well supplier prevents customer complaints and responds to complaints in the event they occur**.** ***(Check One)***

- ☐ Poor Customer Service/Needs Improvement: Ineffective or untimely response to customer issues. Little or no action taken to prevent customer related issues. Required upper management to get involved in resolution.
- ☐ Good Customer Service: Effective and timely actions taken to prevent customer related issues. Effective and timely communications with customer and only a few minor customer complaints received.
- ☐ Very Good Customer Service: Proactive and very effective actions taken to prevent customer related issues.
- ☐ Formalized processes for providing exceptional care of JAXPORT'S customers.

Comments:____

____

____

____

____

____

____

Submitted By:_________________________________ Date:_______________

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

___________________________________	___________________________________
Signature	Company Name
___________________________________	___________________________________
Name of Official (type or print)	Business Address
	___________________________________
	City, State, Zip Code

SECTION II

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Executive Director, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name	Title or Position	Date of Filing
____________________	______________________________	_____________________

_______________________________	___________________________________
Signature	Company Name
_______________________________	___________________________________
Print Name of Certifying Official	Business Address
	___________________________________
	City, State, Zip Code

<u>PUBLIC OFFICIAL DISCLOSURE</u>

JAXPORT requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official ____

Position Held ____

Position/Relationship with Bidder ____

EXHIBIT B

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to ____
   (print name of the public entity)

   by ____
   (print individual's name and title)

   for ____
   (print name of entity submitting sworn statement)

   whose business address is ____

   ____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____________

   (If the entity has no FEIN, include the Social Security Number of the individual signing

   this sworn statement: ____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes,** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____
(signature)

____
(date)

STATE OF ___________________________

COUNTY OF _________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_________________________________ who, after first being sworn by me, affixed
(name of individual signing)

his/her signature in the space provided above on this _____ day of ________, 20_____.

____
NOTARY PUBLIC

My commission expires:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to quickly verify in an efficient and cost-effective manner;

The Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.

Company Name	Name of Official *(Please Print)*

Signature of Principal	Title	Date

EXHIBIT D

OWNER'S MINIMUM PROJECT WORK RULES

INVITATION TO BID NO. 26-07
PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES

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1. Normal project working hours are as follows:

8:00 A.M.	Starting Time
12:00 Noon - 1:00 P.M.	Lunch
5:00 P.M.	Shift Ends

   Other working hours and shift work will be considered by the Owner upon submission by the Contractor.

2. No employee will enter Port Authority operating areas without a specific work assignment.
3. Personal vehicles will be parked in the area(s) specified for construction personnel.
4. No personal vehicles will be permitted inside the security gate-controlled area without the written permission of the Terminal Director.
5. Contractor shall provide its employees with a designated eating, drinking area subject to approval of JAXPORT's Inspector. Cleanliness will be maintained in all areas at all times. The parking lot is not an authorized eating area.
6. Contractor shall maintain a daily roster of employees, and have the roster available to JAXPORT upon request in the event of an emergency.
7. The following is a list of violations which are considered unsatisfactory conduct on JAXPORT property and can result in the employee being denied access to the jobsite.
   a. Refusal to submit to security inspection.
   b. Smoking in prohibited areas.
   c. Possession and/or use of intoxicants on JAXPORT property.
   d. Possession and/or use of narcotics or controlled substance on JAXPORT property.
   e. Possession of firearms on JAXPORT property.
   f. Contact with any new vehicles on JAXPORT property.
8. Owner's facilities (such as, but not limited to, elevators, washrooms, vending machines, lunch rooms, etc.) are not to be used by Contractor's employees.
9. Employees shall be provided with visible means of identification, showing Contractor's identification. Employees are required to wear this identification where plainly visible.
10. The Contractor will be responsible for all its employees, suppliers, vendors, and all others on-site providing services to the Contractor.
11. All vehicles, persons, packages, lunch pails, and toolboxes entering or leaving JAXPORT property are subject to security inspection.
12. All vehicles on-site for the Contractor's use must have company identification clearly visible at a minimum distance of 100 feet.

EMPLOYEE SIGNATURE: ____

EMPLOYEE NAME: ____

NAME OF CONTRACTOR: ____

DATE: ____

EXHIBIT E

OWNER'S PROJECT SAFETY GUIDELINES

INVITATION TO BID NO. 26-07
PEST CONTROL, TURF MANAGEMENT AND TERMITE TREATMENT SERVICES

The safety items listed below is not intended as an exhaustive list of safety requirements but serves as a general guideline.

Safety Manual

The contractor is responsible to provide JAXPORT with an electronic copy of their jobsite specific safety manual that provides safety guidance on day to day work activities to reduce potential safety incidents at the jobsite.

Regulatory Requirements

The contractor and subcontractors will be responsible to:

- Comply with OSHA 29 CFR parts 1917 marine terminals, 1926 construction, 1910 general, 1926.59 hazardous communication standards “right-to-know”.
- Make readily available Safety Data Sheets (SDS) in work locations where contractor uses, or stores hazardous chemicals or substances as required by law.
- Contractor and subcontractor will comply with all environmental protection laws and regulations applicable to the jobsite, including those relating to the use of water, the release, discharge or disposal of wastes, the control of drainage, and the protection of vegetation, wildlife, habitats, or surroundings. Contractor and subcontractor shall also observe and comply with any environmental requirements made by JAXPORT in securing any permit or authorization for the jobsite.
- Communicate and wear OSHA required personal protective equipment when on the job site (i.e. reflective vests with Company’s identification, gloves, hard hats, safety glasses, steel toe shoes, etc.).
- If applicable ensure that platforms and scaffolding conform to OSHA specifications and have decking, toe boards, mid and top rail, cross bracing, level pads and/or wheels and appropriate ladders for platform access. Ensure the use of continuous fall protection equipment (scaffolds and/or harnesses) when activities take place more than 6’-0” above a lower level or at such lower elevations as may be established for the work site, have harnesses anchored to a support structure.
- If it becomes necessary to have access to any openings or shafts or to remove handrails, contractor and or subcontractor shall ensure that the openings or shafts are protected in accordance with generally accepted practices and any applicable federal, state or local safety standards while the work is in progress, and that any covers or handrails previously removed by the contractor and or subcontractor are replaced before leaving the area.

Jobsite Requirement

- Contractor will provide safety barriers to clearly identify the working area to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area.

- Maintain a clean work area throughout the workday, and the duration of the project, and secure and protect all work materials in accordance with safety requirements of generally recognized industry standards.
- Additional safety rules and/or measures may become necessary at any time due to near misses, change in jobsite location, etc.
- Familiarize and abide by JAXPORT safety rules for the jobsite.
- Communicate frequency of safety meeting with its employees and list the topics discussed with signatures of attendees. Such list shall be made available to JAXPORT upon request.
- Perform self-audits (safety assessments) at least monthly and document findings, and provide a copy of the result to JAXPORT's Inspector and Risk and Compliance Department on the last Friday of each month or upon request.

Incident/Emergency Response Plan

- As soon as possible, but no longer than 30 minutes after the time of incident, advise JAXPORT of any incident resulting in injury or damage to any property. A written report of the incident will be submitted to JAXPORT's Inspector and JAXPORT's Manager of Risk and Compliance (904) 357-3083 within 24 hours. Daily updates will be provided to JAXPORT until an investigation is completed.
- Provide JAXPORT on-site management with an "emergency list" showing contractor's preferred company doctor, hospital, workers' compensation insurance company, and any other health care providers, such list to be updated within 24 hours of any change in the information provided. Contractor shall furnish its employees with first aid or refer employees with first aid injuries to its company doctor.

Audit and Training

- Contractor is responsibility to train, manage, supervise, monitor, and inspect contractors and subcontracted jobsite work activities enforcing compliance with all applicable federal, state, local laws and JAXPORT safety rules and requirements.
- Documentation of required training must be readily available and in compliance with OSHA requirements.
- JAXPORT personnel may audit contractors and subcontractor's safety processes/programs at the jobsite at any time and empowered to take necessary corrective action up to and including work stoppage for serious safety hazards.

EMPLOYEE SIGNATURE: ____

EMPLOYEE NAME: ____

NAME OF CONTRACTOR: ____

DATE: ____

The 2025 Florida Statutes

CHAPTER 482
PEST CONTROL

482.011 Short title.—This chapter may be cited as the "Structural Pest Control Act."
History.—s. 1, ch. 59-454; s. 1, ch. 65-295; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; ss. 25, 59, ch. 92-203.

482.021 Definitions.—For the purposes of this chapter, and unless otherwise required by the context, the term:
(1) “Agricultural area” means an area:
(a) Upon which a ground crop, trees, or plants are grown for commercial purposes;
(b) Where a golf course, park, nursery, or cemetery is located; or
(c) Where farming of any type is performed or livestock is raised.
(2) “Business location” means an advertised permanent location in or from which pest control business is solicited, accepted, or conducted.
(3) “Category” means a distinct branch or phase of pest control for which a pest control operator’s certificate may be issued such as: fumigation, general household pest control, termites and other wood-destroying organisms pest control, lawn and ornamental pest control, and such a combination or division of such branches of pest control as the department may by rule establish.
(4) “Certified operator” means an individual holding a current pest control operator’s certificate issued by the department.
(5) “Certified operator in charge” means a certified operator:
(a) Whose primary occupation is the pest control business;
(b) Who is employed full time by a licensee; and
(c) Whose principal duty is the personal supervision of the licensee’s operation in a category or categories of pest control in which the operator is certified.
(6) “Commercial fertilizer application” means the application of fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.
(7) “Department” means the Department of Agriculture and Consumer Services.
(8) “Employee” means a person who is employed by a licensee that provides that person with necessary training, supervision, pesticides, equipment, and insurance and who receives compensation from and is under the personal supervision and direct control of the licensee’s certified operator in charge and from whose compensation the licensee regularly deducts and matches federal insurance contributions and federal income and Social Security taxes.
(9) “Fumigant” means a chemical which, at a required temperature and pressure, can exist in the gaseous state in sufficient concentration to be lethal to a given organism. This definition implies that a fumigant acts as a gas in the strictest sense of the word. This definition excludes aerosols that are particulate suspensions of liquids or solids dispersed in air.
(10) “Fumigation” means the use, within an enclosed space or in or under a structure or tarpaulins, of a fumigant in concentrations that may be hazardous to human beings.
(11) “General household pest control” means pest control with respect to any structure, not including fumigation or pest control with respect to termites and other wood-destroying organisms.
(12) “Identification cardholder” means an owner or employee to whom a current card has been issued by the department identifying the holder to the public or to any law enforcement officer or any agent of the department charged with, or entitled to exercise any function in connection with, the enforcement of this chapter and any rules made pursuant to this chapter.
(13) “Independent contractor” means an entity separate from the licensee that:
(a) Receives moneys from a customer which are deposited in a bank account other than that of the licensee;
(b) Owns or supplies its own service vehicle, equipment, and pesticides;
(c) Maintains a business operation, office, or support staff independent of the licensee’s direct control;
(d) Pays its own operating expenses such as fuel, equipment, pesticides, and materials; or
(e) Pays its own workers’ compensation as an independent contractor.
(14) “Infestation” means the presence of living pests in, on, or under a structure, lawn, or ornamental.
(15) “Integrated pest management” means the selection, integration, and implementation of multiple pest control techniques based on predictable economic, ecological, and sociological consequences, making maximum use of naturally occurring pest controls, such as weather, disease agents, and parasitoids, using various biological, physical, chemical, and habitat modification methods of control, and using artificial controls only as required to keep particular pests from surpassing intolerable population levels predetermined from an accurate assessment of the pest damage potential and the ecological, sociological, and economic cost of other control measures.
(16) “Lawn” means the turf formed from grass or other plants.

(17) “Lawn and ornamental pest control” means pest control with respect to pests of any lawn or ornamental.
(18) “Licensee” means a person, partnership, firm, corporation, or other business entity having a license issued by the department for engaging in the business of pest control at a particular business location.
(19) “New construction” means the erection of a new building or the construction of an addition to an existing building, which encloses a space and requires a building permit under applicable building codes.
(20) “Ornamental” means any shrub, bush, tree or other plant used or intended for use:
(a) In connection with the occupation or use of any structure; or
(b) By human beings for purposes other than in an agricultural area.
(21) “Pest” means an arthropod, wood-destroying organism, rodent, or other obnoxious or undesirable living plant or animal organism.
(22) “Pest control” includes:
(a) The use of any method or device or the application of any substance to prevent, destroy, repel, mitigate, curb, control, or eradicate any pest in, on, or under a structure, lawn, or ornamental;
(b) The identification of or inspection for infestations or infections in, on, or under a structure, lawn, or ornamental;
(c) The use of any pesticide, economic poison, or mechanical device for preventing, controlling, eradicating, identifying, inspecting for, mitigating, diminishing, or curtailing insects, vermin, rodents, pest birds, bats, or other pests in, on, or under a structure, lawn, or ornamental;
(d) All phases of fumigation, including:
1. The treatment of products by vault fumigation; and
2. The fumigation of boxcars, trucks, ships, airplanes, docks, warehouses, and common carriers; and
(e) The advertisement of, the solicitation of, or the acceptance of remuneration for any work described in this subsection, but does not include the solicitation of a bid from a licensee to be incorporated in an overall bid by an unlicensed primary contractor to supply services to another.
(23) “Pesticide or economic poison” means any substance or mixture of substances intended for:
(a) Preventing, destroying, repelling, or mitigating any insects, rodents, nematodes, fungi, weeds, or other forms of plant or animal life or viruses, except viruses or fungi on or in living human beings or other animals; or
(b) Use as a plant regulator, defoliant, or desiccant.
(24) “Rodent” means a rat, mouse, squirrel, or flying squirrel or other animal of the order Rodentia, including a bat, which may become a pest in, on, or under a structure.
(25) “Rodent control” means application of remedial measures for the purpose of controlling rodents.
(26) “Special identification cardholder” means a person to whom an identification card has been issued by the department showing that the holder is authorized to perform fumigation.
(27) “Structure” means:
(a) Any type of edifice or building, together with the land thereunder, the contents thereof, and any patio or terrace thereof;
(b) That portion of land upon which work has commenced for the erection of an edifice or building; or
(c) A railway car, motor vehicle, trailer, barge, boat, ship, aircraft, wharf, dock, warehouse, or common carrier.
(28) “Termites and other wood-destroying organisms pest control” means pest control with respect to any termite or other wood-destroying organisms, including fungi, by the use of any chemical or mechanical methods, including moisture control for the prevention or control of fungus in existing structures, but not including fumigation or general household pest control.
(29) “Urban landscape” means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in s. 570.02.
(30) “Wood-destroying organism” means arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely termites, powder-post beetles, oldhouse borers, and wood-decaying fungi.
History.—s. 1, ch. 59-454; s. 1, ch. 65-295; ss. 19, 35, ch. 69-106; s. 176, ch. 71-377; s. 3, ch. 76-168; s. 180, ch. 77-104; s. 370, ch. 77-147; s. 1, ch. 77-457; s. 1, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 1, 14, 15, ch. 82-229; s. 1, ch. 89-180; ss. 26, 59, ch. 92-203; s. 427, ch. 97-103; s. 1, ch. 2001-280; s. 1, ch. 2006-289; s. 6, ch. 2009-199.

482.032 Enforcement.—
(1) The department is empowered to enforce this chapter.

(2) It is the duty of every state attorney, sheriff, police officer, and other appropriate county or municipal officer to enforce, or to assist any duly authorized inspector or other agent of the department in the enforcement of, this chapter and the rules adopted by the department under the provisions of this chapter.
(3) The department may commence and maintain all proper and necessary actions and proceedings:
(a) To enforce its rules.
(b) To make application for injunction to the proper circuit court, and the judge of that court has jurisdiction, upon hearing and for cause shown, to grant a temporary injunction or a permanent injunction, or both, restraining a person from violating or continuing to violate any of the provisions of this chapter or of the rules adopted under this chapter or from failing or refusing to comply with the requirements of this chapter or of the rules adopted under this chapter.
(4) The department, or its agent, is authorized to enter upon any public or private premises or carrier during regular business hours in the performance of its duties relating to pesticides and records pertaining to same.
History.—s. 1, ch. 65-295; ss. 19, 35, ch. 69-106; s. 26, ch. 73-334; s. 3, ch. 76-168; s. 371, ch. 77-147; s. 1, ch. 77-457; s. 2, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; s. 3, ch. 89-180; ss. 27, 59, ch. 92-203.

482.051 Rules.—The department may adopt rules to implement the provisions of this chapter. Before proposing the adoption of a rule, the department shall counsel with members of the pest control industry concerning the proposed rule. The department shall adopt rules for the protection of the health, safety, and welfare of pest control employees and the general public which require:
(1) That all pesticides or economic poisons be used only in accordance with the registered labels and labeling or as directed by the United States Environmental Protection Agency or the department.
(2) That vehicles and trailers used in pest control be permanently marked with the licensee's name that is registered with the department. However, vehicles that are used to perform only sales and solicitation may have temporary or removable markers.
(3) That written contracts be required for providing termites and other wood-destroying organisms pest control, that provisions necessary to assure consumer protection as specified by the department be included in such contracts, and that require licensees to comply with the contracts issued.
(4) That a licensee, before performing general fumigation, notify in writing the department of the location where the fumigation is to be performed, which notice must be received by the department at least 24 hours before the fumigation and must contain such information as the department requires. The department may specify circumstances under which notification of less than 24 hours is allowed and what notice is required in those circumstances.
(5) That any pesticide used as the primary preventive treatment for subterranean termites in new construction be applied in the amount, concentration, and treatment area in accordance with the label; that a copy of the label of the registered pesticide being applied be carried in a vehicle at the site where the pesticide is being applied; and that the licensee maintain for 3 years the record of each preconstruction treatment, indicating the date of treatment, the location or address of the property treated, the total square footage of the structure treated, the type of pesticide applied, the concentration of each substance in the mixture applied, and the total amount of pesticide applied.
(6) That the department may issue an immediate stop-use or stop-work order for fumigation performed in violation of fumigant label requirements or department rules, or in a manner that presents an immediate serious danger to the health, safety, or welfare of the public, including, but not limited to, failure to use required personal protective equipment, failure to use a required warning agent, failure to post required warning signs, failure to secure a structure's usual entrances as required, or using a fumigant in a manner that will likely result in hazardous exposure to humans, animals, or the environment.
(7) That the department may require safety procedures for the clearance of residential structures before reoccupation after fumigation.
History.—s. 1, ch. 59-454; s. 1, ch. 65-295; ss. 14, 19, 35, ch. 69-106; s. 3, ch. 76-168; s. 372, ch. 77-147; s. 1, ch. 77-161; s. 1, ch. 77-457; s. 19, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 2, 14, 15, ch. 82-229; s. 1, ch. 86-78; s. 2, ch. 89-180; ss. 28, 59, ch. 92-203; s. 1, ch. 94-194; s. 154, ch. 98-200; s. 11, ch. 2000-308; s. 2, ch. 2001-280; s. 1, ch. 2003-35; s. 2, ch. 2006-289; s. 1, ch. 2011-192; s. 7, ch. 2011-206; s. 1, ch. 2016-143.

482.061 Inspectors.—The department shall appoint, as inspectors, a sufficient number of individuals whom the department has determined are qualified to perform the inspection or investigative work necessary. The inspectors shall make inspections of licensees, conduct investigations as appropriate, and report all violations to the department. The department shall waive the fees for examination for certification and for issuance or renewal of the certificates during the time that those individuals serve as inspectors for the department.

History.—s. 1, ch. 59-454; s. 1, ch. 65-295; ss. 19, 35, ch. 69-106; s. 3, ch. 76-168; s. 373, ch. 77-147; s. 1, ch. 77-457; s. 3, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; s. 4, ch. 89-180; ss. 29, 59, ch. 92-203; s. 2, ch. 94-194.

482.071 Licenses.—

(1) The department may issue licenses to qualified businesses to engage in the business of pest control in this state. It is unlawful for any person to operate a pest control business that is not licensed by the department.

(2)(a) Before entering business or upon transfer of business ownership, and also annually thereafter, on or before an anniversary date set by the department for each licensed business location, each person, partnership, firm, corporation, or other business entity engaged in pest control must apply to the department for a license, or a renewal thereof, for each of its business locations. Applications must be made on forms prescribed and furnished by the department.

(b) The department shall establish a fee for the issuance of a license, which fee may not be more than $300 or less than $75, and a fee for the renewal of a license, which fee may not be more than $300 or less than $75; however, until rules setting these fees are adopted by the department, the issuance fee and renewal fee shall each be $75. After a grace period not exceeding 30 calendar days following the anniversary renewal date, the department shall assess a late renewal charge of $50, which must be paid in addition to the renewal fee. The aggregate of the fees assessed pursuant to this paragraph may not exceed 105 percent of the direct costs for administering this chapter.

(c) Unless timely renewed, a license automatically expires 60 calendar days after the anniversary renewal date. Subsequent to such expiration, a license may be reinstated only upon reapplication and payment of the issuance fee and the late renewal fee.

(d) A license automatically expires when a licensee changes its business location address or its business name as registered with the department. The department shall issue a new license for the remainder of the term upon payment of a fee of $25.

(e) The department may not issue or renew a license to engage in the pest control business unless the applicant's pest control activities are under a certified operator or operators in charge who are certified in the categories of the licensee.

(f) The department by rule may establish a procedure for expediting the processing of an application for license upon payment by the applicant of a special fee in an amount sufficient to cover the cost of such expedited process, but not exceeding $50.

(g) The department may deny the issuance of a pest control business license to any applicant, or refuse to renew the license of any licensee, if the department finds that the applicant or licensee or any of its directors, officers, owners, or general partners are or were directors, officers, owners, or general partners of a pest control business which has gone out of business or sold the business to another party within 5 years immediately preceding the date of application or renewal and failed to reimburse the prorated value of its customers' remaining contract periods or failed to provide for another licensed pest control operator to assume its existing contract responsibility.

(3) A licensee shall display its current license at each of its business locations. Each business location of a licensee must be licensed.

(4) A licensee may not operate a pest control business without carrying the required insurance coverage. Each person making application for a pest control business license or renewal thereof must furnish to the department a certificate of insurance that meets the requirements for minimum financial responsibility for bodily injury and property damage consisting of:

(a) Bodily injury: $250,000 per person and $500,000 per occurrence; and property damage: $250,000 per occurrence and $500,000 in the aggregate; or

(b) Combined single-limit coverage: $500,000 in the aggregate.

(5) A license under this section is a prerequisite for the issuance of a local occupational license to engage in pest control, as provided in s. 205.1967.

History.—s. 1, ch. 59-454; s. 1, ch. 65-295; ss. 19, 35, ch. 69-106; s. 1, ch. 74-74; s. 3, ch. 76-168; s. 374, ch. 77-147; s. 1, ch. 77-457; s. 4, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 3, 14, 15, ch. 82-229; s. 5, ch. 89-180; ss. 30, 59, ch. 92-203; s. 3, ch. 94-194; s. 2, ch. 2011-192; s. 8, ch. 2011-206.

482.072 Pest control customer contact centers.—

[1](1) The department may issue a license to a qualified business to operate a customer contact center, to solicit pest control business, or to provide services to customers for one or more business locations licensed under s. 482.071. A person may not operate a customer contact center for a pest control business that is not licensed by the department.

[1](2)(a) Before operating a customer contact center, and biennially thereafter, on or before an anniversary date set by the department for a licensed customer contact center location, the pest control business must apply to the department for a license under this chapter, or a renewal thereof, for each customer contact center location. An application must be submitted in the format prescribed by the department.

(b) The department shall establish a fee of at least $600, but not more than $1,000, for the issuance of a customer contact center license and a fee of at least $600, but not more than $1,000, for renewal of a customer contact center license. However, until rules for renewal fees are adopted, the initial licensing fee and renewal fee are each $600. The department shall establish a grace period, not to exceed 30 calendar days after the license's anniversary renewal date, and shall assess a late fee of $150, in addition to the renewal fee, for a license that is renewed after the grace period.

(c) A license automatically expires 60 calendar days after the anniversary renewal date unless the license is renewed before that date. When a license expires, it may be reinstated only upon reapplication and payment of the license renewal fee and a late renewal fee.

(d) A license automatically expires if a licensee changes the business address of its customer contact center location. The department shall issue a new license upon payment of a $250 fee. The new license automatically expires 60 calendar days after the anniversary renewal date of the former license unless the license is renewed before that date.

(e) The department may not issue or renew a license to operate a customer contact center unless the pest control business licensees for which the customer contact center solicits business are owned in common by a person or business entity recognized by this state.

(f) The department may deny a license or refuse to renew a license if the applicant or licensee, or one or more of the applicant's or licensee's directors, officers, owners, or general partners, are or have been directors, officers, owners, or general partners of a pest control business that meets the conditions in s. 482.071(2)(g).

(g) Sections 482.091 and 482.152 do not apply to a person who solicits pest control services or provides customer service in a licensed customer contact center unless the person performs pest control as defined in s. 482.021(22)(a)-(d), executes a pest control contract, or accepts remuneration for such work.

(h) Section 482.071(2)(e) does not apply to a license issued under this section.

(3)[1](a) The department shall adopt rules establishing requirements and procedures for customer contact center recordkeeping and monitoring to ensure compliance with this section and rules adopted in accordance with this section.

(b) Notwithstanding any other provision of this section:

1. A customer contact center licensee is subject to disciplinary action under s. 482.161 for a violation of this section or a rule adopted under this section committed by a person who solicits pest control services or provides customer service in a customer contact center.

2. A pest control business licensee may be subject to disciplinary action under s. 482.161 for a violation of this section or a rule adopted under this section committed by a person who solicits pest control services or provides customer service in a customer contact center operated by a licensee if the licensee participates in the violation.

History.—s. 3, ch. 2011-192; s. 9, ch. 2011-206; s. 84, ch. 2025-22.

[1]Note.—As created by s. 9, ch. 2011-206. For a description of multiple acts in the same session affecting a statutory provision, see preface to the Florida Statutes, "Statutory Construction." Section 482.072 was also created by s. 3, ch. 2011-192; the conflict of language in paragraph (3)(b) was resolved through reenactment by s. 84, ch. 2025-22. As created by s. 3, ch. 2011-192, subsections (1) and (2) and paragraph (3)(a) read:

(1) The department may issue a license to operate a customer contact center from which to solicit pest control business or provide services to customers for one or more business locations licensed under s. 482.071. A person

may not operate a customer contact center for a pest control business if the customer contact center is not licensed by the department.

(2)(a) Before operating a customer contact center, and biennially thereafter, on or before a renewal date set by the department, a pest control business must apply to the department for a license or license renewal for each customer contact center location it operates. An application must be submitted in the format prescribed by the department.

(b) The department shall establish a licensure fee of at least $600 but not more than $1,000, and a renewal fee of at least $600 but not more than $1,000, for a customer contact center license. However, until renewal fee rules are adopted, the initial license and renewal fees are each $600. The department shall establish a grace period not to exceed 30 days after the renewal date and shall assess a late fee of $150, in addition to the renewal fee, for a license that is renewed after the grace period.

(c) A license automatically expires if it is not renewed within 60 days after the renewal date and may be reinstated only upon reapplication and payment of the license renewal fee and late fee.

(d) A license automatically expires if a licensee changes its customer contact center business location. The department shall issue a new license upon payment of a $250 fee, which must be renewed by the renewal date for the former location's license. A new license that is not renewed within 60 days after the renewal date of the license for the former business location automatically expires.

(e) The department may not issue or renew a license to operate a customer contact center unless the pest control business licensees for which the customer contact center solicits business are owned in common by a person or business entity recognized by this state.

(f) The department may deny a license or refuse to renew a license if the applicant or licensee, or one or more of the applicant's or licensee's directors, officers, owners, or general partners, are or have been directors, officers, owners, or general partners of a pest control business that meets the conditions in s. 482.071(2)(g).

(g) Sections 482.091 and 482.152 do not apply to a person who solicits pest control services or provides customer service in a licensed customer contact center unless the person performs the pest control work as defined in s. 482.021(22)(a)-(d), executes a pest control contract, or accepts remuneration for such work.

(h) Section 482.071(2)(e) does not apply to a license issued under this section.

* * * * *

(a) The department shall adopt rules establishing requirements and procedures for recordkeeping and monitoring customer contact center operations to ensure compliance with this chapter and rules adopted under this chapter.

482.0815 Permit to perform preventive termite treatment services for new construction only.—
(1) A licensee must have a permit to perform preventive termite treatments for new construction, except for preventive termite treatments on additions to existing structures for which the licensee has a current termite treatment contract.
(2) A permit shall be automatically renewed upon renewal of the license held by the licensee, unless the permit has been suspended, revoked, or otherwise denied.
(3) A permit shall be probationary for 120 days after a licensee is found to be in violation of s. 482.051(5) or a rule relating to the application of specific amounts, concentrations, and treatment areas, except for provisions governing recordkeeping. A licensee whose permit is on probationary status must provide advance notice to the department of any preventive treatment planned for new construction.
(4) A licensee's permit shall be suspended for a 30-day to 90-day period if:
(a) The licensee whose permit is on probationary status violates s. 482.051(5) or a rule relating to the application of specific amounts, concentrations, or treatment areas, except for provisions governing recordkeeping, at three or more sites on three or more separate dates;

(b) The licensee violates s. 482.051(3) or a rule with respect to three contracts within 2 years and the violation is failure to comply with contractual obligations to re-treat a wood-destroying-organism infestation or to repair damage caused by wood-destroying organisms when required by the contract. If a licensee makes a good faith offer to repair damage covered by a valid contract, the licensee must be considered to be in compliance with the contractual obligation;

(c) The licensee violates subsection (9); or

(d) The licensee violates the recordkeeping requirements of s. 482.051(5) three or more times within 2 years.

(5) A suspended permit may be reinstated after the period of the suspension if the licensee's license is in good standing.

(6) The permit of a licensee whose permit has been suspended within the previous 3 years shall be revoked if the licensee subsequently meets any of the conditions of subsection (4).

(7) The department may not issue a permit or renew the permit to perform preventive termite treatments if the applicant or licensee or any of its directors, officers, owners, or general partners are or were directors, officers, owners, or general partners of a pest control business that went out of business or sold the business within 5 years immediately preceding the date of application or renewal and failed to reimburse the prorated renewal fee of any customer's remaining wood-destroying-organism contract periods or failed to provide for another licensed pest control operator to assume its existing wood-destroying-organism contract responsibility.

(8) A licensee must conspicuously display its current permit at all business locations, each of which must have a separate permit.

(9) A licensee holding a permit must maintain accurate records of all pesticides purchased, obtained, or available for its use; the total amount of the area treated using soil applied termiticides; and the total number of sites treated using this and any other method of treatment. These records must be made available to the department upon request. The amount of pesticides purchased, obtained, or otherwise available must at least equal the amount required by the pesticide label to treat the area or number of sites treated.

(10) The department shall suspend the license of any licensee who performs preventive termite treatments for new construction while its permit is suspended or revoked.

History.—s. 3, ch. 2001-280; s. 5, ch. 2022-6.

482.091 Employee identification cards.—

(1)(a) Each employee who performs pest control for a licensee must have an identification card.

(b) Either the licensee or the licensee's certified operator in charge must apply to the department for an identification card for each employee who will perform pest control therefor within 30 days after employment of that employee, on a form prescribed by the department. The licensee and the licensee's certified operator in charge are jointly responsible for obtaining such identification cards.

(2)(a) An identification cardholder must be an employee of the licensee and work under the direction and supervision of the licensee's certified operator in charge and shall not be an independent contractor. An identification cardholder shall operate only out of, and for customers assigned from, the licensee's licensed business location. An identification cardholder shall not perform any pest control independently of and without the knowledge of the licensee and the licensee's certified operator in charge and shall perform pest control only for the licensee's customers.

(b) The identification card shall be carried on the employee's person while performing or soliciting pest control and shall be presented on demand to the person for whom pest control is being performed or solicited, to any inspector of the department, or to any of such other persons as are designated by the rules of the department.

(c) An employee may not perform pest control without carrying on her or his person a current identification card affixed with the employee's signature and current photograph.

(d) An identification cardholder may use only the licensee's pesticides, equipment, and other materials when performing pest control.

(e) An identification cardholder shall consult regularly with the licensee's certified operator in charge concerning:

1. The selection of proper and correct chemicals for the particular pest control work to be performed;

2. The safe and proper use of the particular pesticides applied; and

3. The correct concentrations and formulations of pesticides used for the various types of pest control work performed.

(3) A licensee or certified operator may not assign or use an employee to perform any category of pest control without providing trained supervision unless the employee is trained and qualified in that category of pest control. An employee may not perform, solicit, inspect, or apply pest control without first having been provided at least 5 days of field training in the appropriate category of pest control under the direct supervision, direction, and control of a certified operator.

(4) An identification card automatically expires when the holder thereof ceases to be an employee of the licensee for which the card was secured. In such case, either the licensee or certified operator in charge shall obtain and destroy the expired card. An identification card expires on the licensee's next anniversary date after issuance or upon transfer of business ownership, change of business name registered with the department, or change of licensee's business location address. Each identification card must be renewed annually thereafter on or before the licensee's anniversary date as set by the department for each licensed business location.

(5) The fee for each identification card is $10.

(6) An employee whose duties are confined to office secretarial, bookkeeping, office clerical, office filing, trenching, digging, raking, putting up or taking down tents, clamping, or carrying away debris or such other activities as specified by the department shall be exempted by the department from being required to hold an identification card.

(7) A person may not be issued, or may not hold, an identification card for more than one licensee at any one time, except a certified operator for the express and sole purpose of, and period for, obtaining experience to qualify for examination in a category for which such person is not certified and seeks certification. The period of time for which a second card may be issued may not exceed 1 year from the date of issuance, except in the category of fumigation for which a card may be issued for 2 years.

(8) A licensee having more than one licensed business location may temporarily assign an identification cardholder, other than a certified operator in charge, to any of its licensed business locations without obtaining another identification card for such holder.

(9) For every employee who performs inspections for wood-destroying organisms pursuant to s. 482.226, the licensee or certified operator in charge must apply for an identification card that identifies that employee as having received the special training specified in this subsection in order to perform inspections pursuant to s. 482.226. The application for such identification card must be accompanied by an affidavit, signed by the prospective identification cardholder and by the licensee or certified operator in charge, which states that the prospective identification cardholder has received training in the detection and control of wood-destroying organisms, including but not limited to training in:

(a) The biology, behavior, and identification of wood-destroying organisms with particular emphasis on ones common in this state and the damage caused by such organisms;

(b) The inspection forms to be used to report the finding; and

(c) Applicable federal, state, and local laws or ordinances.

Such identification cards must be applied for, and shall be issued and used, in accordance with this section. This subsection does not apply to a certified operator who is certified in the category of pest control with respect to termites and other wood-destroying organisms. A person may not perform such inspections except under the supervision of a certified operator in charge who is certified in the category of termites and other wood-destroying organisms pest control.

(10) In addition to the training required by subsection (3), each identification cardholder must receive 4 hours of classroom training in pesticide safety, integrated pest management, and applicable federal and state laws and rules within 6 months after issuance of the card or must have received such training within 2 years before issuance of the card. Each cardholder must receive at least 2 hours of continuing training in pesticide safety, integrated pest management, and applicable federal and state laws and rules by the renewal date of the card. Certified operators and special identification cardholders for fumigation who maintain their certificates in good standing are exempt from this subsection. The department shall adopt rules regarding verification of such training.

History.—s. 1, ch. 59-454; s. 1, ch. 65-295; s. 5, ch. 67-520; ss. 19, 35, ch. 69-106; s. 2, ch. 74-74; s. 3, ch. 76-168; s. 376, ch. 77-147; s. 1, ch. 77-457; s. 5, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 4, 14, 15, ch. 82-229; s. 6, ch. 89-180; ss. 33, 59, ch. 92-203; s. 428, ch. 97-103; s. 4, ch. 2001-280; s. 2, ch. 2003-35; s. 3, ch. 2006-289.

482.111 Pest control operator’s certificate.—

(1) The department shall issue a pest control operator’s certificate to each individual who qualifies under this chapter. Before issuance of an original certificate, an individual must complete an application for examination, pay the examination fee required under s. 482.141, and pass the examination. Before engaging in pest control work, each certified operator must be certified as provided in this section.

(2)(a) The department shall issue pest control operator’s certificates in several categories, including fumigation, general household pest control, lawn and ornamental pest control, and termites and other wood-destroying organisms pest control.

(b) The specific scope of work (or job scope) for individuals in each category established under paragraph (a) must be pursuant to the definitions set forth in this chapter. Individuals certified in a particular category, or individuals operating pursuant to the authority of a certified individual, may not perform operations outside that category’s job scope if such operations are within the job scope of another category, unless the individual is certified in that category or unless otherwise provided in this chapter.

(3) A certificate expires 1 year after the date of issuance. Annually, on or before the 1-year anniversary of the date of issuance, an individual issued a pest control operator’s certificate must apply to the department on a form prescribed by the department to renew the certificate. After a grace period not exceeding 30 calendar days following such expiration date, the department shall assess a late renewal charge of $50 and the certificateholder must pay the late renewal charge in addition to the renewal fee.

(4) If a certificateholder fails to renew his or her certificate and provide proof of completion of the required continuing education units under subsection (10) within 60 days after the certificate’s expiration date, the certificateholder may be recertified only after reexamination.

(5) Each certified operator in charge at a licensed business location shall display her or his certificate and current renewal receipt at the business location in her or his charge.

(6)(a) Each location of each licensed pest control business must have a certified operator in charge who is certified for the particular category of pest control engaged in at that location. A certified operator in charge must be registered with the department pursuant to rules adopted pursuant to this section. A certified operator in charge may be in charge of one or more of all categories if she or he is certified for those categories.

(b) A person may not be in charge of the performance of pest control activities of any category of a licensee unless she or he is certified for that category.

(c) A certified operator may not be in charge of the performance of pest control activities at more than one business location for a licensee; however, the department shall prescribe by rule that, during the temporary absence of the certified operator currently registered in charge of a licensed business location, the licensee may, for a period not exceeding 30 days, designate another certified operator, certified in the same categories as the certified operator in charge, to be in charge of and responsible for performing those duties requiring the physical presence of a certified operator in charge. In any such case, the certified operator designated temporarily in charge and the licensee are jointly responsible for the pest control work performed and for compliance with other provisions of this chapter and of the rules adopted pursuant to this chapter.

(7) The fee for the renewal of a certificate shall be set by the department but may not be more than $150 or less than $75; however, until rules setting these fees are adopted by the department, the issuance fee and the renewal fee shall each be $75.

(8) A pest control operator’s certificate is not transferable to another person.

(9) In the event of the loss of a certified operator in charge or other emergency, one or more emergency pest control certificates may be issued by the department, upon the request of the licensee, to one or more designated identification cardholders for a period of 30 days. The department may issue additional emergency certificates to one or more designated identification cardholders for periods not exceeding 30 days, for up to a maximum of 1 year. The sum of the periods for which emergency certificates are issued to the same licensee may not exceed 1 year during any 3-year period except in the event of the death of a certified operator in charge, in which case, additional emergency certificates may be issued for an extension of up to 120 days. The department shall collect $50 for each emergency certificate issued. Upon request by the department, the licensee shall submit interim reports at 30-day intervals containing documented evidence indicating specific actions being taken by the licensee to fill the vacancy created by the loss of a certified operator in charge. The department shall adopt rules and prescribe forms for this purpose; however, an emergency certificate may not be issued in the category of fumigation.

(10) In order to renew a certificate, the certificateholder must complete 2 hours of approved continuing education on legislation, safety, pesticide labeling, and integrated pest management and 2 hours of approved continuing education in each category of her or his certificate or must pass an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee. The department may not renew a certificate if the continuing education or examination requirement is not met.
(a) Courses or programs, to be considered for credit, must include one or more of the following topics:
1. The law and rules of this state pertaining to pest control.
2. Precautions necessary to safeguard life, health, and property in the conducting of pest control and the application of pesticides.
3. Pests, their habits, recognition of the damage they cause, and identification of them by accepted common name.
4. Current accepted industry practices in the conducting of fumigation, termites and other wood-destroying organisms pest control, lawn and ornamental pest control, and household pest control.
5. How to read labels, a review of current state and federal laws on labeling, and a review of changes in or additions to labels used in pest control.
6. Integrated pest management.
(b) The certificateholder must submit with her or his application for renewal a statement certifying that she or he has completed the required number of hours of continuing education. The statement must be on a form prescribed by the department and must identify at least the date, location, provider, and subject of the training and must provide such other information as required by the department.
(c) The department shall charge the same fee for examination as provided in s. 482.141(2).
(11) When a certified operator becomes a member of the Armed Forces of the United States on active duty, the renewal fee and continuing education requirements are waived while the individual remains on active duty as a member of the armed forces. If the individual is designated as the certified operator in charge and no other certified operator is available to be placed in charge, an emergency certificate may be granted without a time or fee requirement until the certified operator is no longer on active duty.
History.—s. 1, ch. 59-454; s. 21, ch. 61-514; s. 1, ch. 65-295; ss. 14, 35, ch. 69-106; s. 3, ch. 76-168; s. 377, ch. 77-147; s. 1, ch. 77-457; s. 6, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 5, 14, 15, ch. 82-229; s. 7, ch. 89-180; s. 5, ch. 91-145; ss. 34, 59, ch. 92-203; s. 429, ch. 97-103; s. 2, ch. 2016-61; s. 2, ch. 2024-137; s. 33, ch. 2025-22.

482.121 Misuse of certificate.—
(1) A certified operator may not allow her or his certificate to be used by a licensee to secure or keep a license unless:
(a) She or he is in charge of the pest control activities of the licensee in the category or categories covered by her or his certificate;
(b) She or he is a full-time employee of the licensee; and
(c) Her or his primary occupation is with the licensee.
(2) A licensee may not use the certificate of any certified operator to secure or keep a license unless the holder of the certificate is in charge of the pest control activities in the category or categories of the licensee covered by the certificate.
(3) If a certificate is used in violation of this section, the department may revoke the license of the pest control business or the certified operator’s certificate, or both such license and certificate.
History.—s. 1, ch. 59-454; s. 1, ch. 65-295; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 7, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; s. 8, ch. 89-180; ss. 35, 59, ch. 92-203; s. 430, ch. 97-103.

482.132 Qualifications for examination and certification.—
(1) The department may award a pest control operator’s certificate to an individual who has passed the examinations prescribed by the department and who submits to the department proof that she or he is not under the disability of minority and is qualified to be a certified operator with regard to the safety of persons and property, and is otherwise qualified under the provisions of this chapter and the rules made pursuant to this chapter.
(2) Each applicant for examination for a pest control operator’s certificate must possess the minimum qualifications specified in one of the following paragraphs:

(a) Three years' employment as a service employee of a licensee that performs pest control in the category or categories in which the applicant seeks certification, 1 year of which employment must have been completed in this state during the year immediately preceding application for examination.
(b) A degree with advanced training or a major in entomology, botany, agronomy, or horticulture from a recognized college or university, which training or major included the completion of at least 20 semester hours or 30 quarter hours of college credits in those subjects, plus 1 year's employment as a service employee of a licensee that performs pest control in the category or categories in which the applicant seeks certification or the successful completion of a 1-year entomology program at a public university in this state which specializes in urban pest management and includes practical pest management experience. If such advanced training or major is in entomology, the applicant is qualified for examination in all categories; but if such advanced training or major is in botany, agronomy, or horticulture, the applicant is qualified for examination only in the category of lawn and ornamental pest control.
(c) A 2-year degree in horticultural technology or the equivalent from a college or university, with advanced training of 20 or more semester hours or 30 or more quarter hours of credit in horticulture, plus 1 year's employment as a service employee of a licensee that performs pest control only in the category of lawn and ornamental pest control. Such an applicant is qualified for examination only in the category of lawn and ornamental pest control.
(d) A 2-year degree in general pest control technology or the equivalent from a college or university, with advanced training of 20 or more semester hours or 30 or more quarter hours of credit in entomology, plus 1 year of employment as a service employee of a licensee that performs pest control in any category or categories. Such an applicant is qualified for all examinations.
(e) Twenty-four semester hours or 36 quarter hours of courses in entomology, pest control technology, and related subjects, plus 1 year of employment as a service employee of a licensee that performs pest control in the category of general household pest, termite, and fumigation. Such an applicant is qualified only for examination in the categories of general household pest control, termite and other wood-destroying organisms pest control, and fumigation.
(f) Twenty-four semester hours or 36 quarter hours of courses in entomology, pest control technology, agronomy, botany, horticulture, and related subjects, plus 1 year of employment as a service employee of a licensee that performs pest control in the category of lawn and ornamental pest control. Such an applicant is qualified only for examination in the category of lawn and ornamental pest control.
(g) Three years' full-time employment as a service employee of the United States Department of Defense, who has been certified to perform pest control in the category or categories in which the applicant seeks certification, 1 year of which employment must have been completed in this state during the year immediately preceding application for examination. Additionally, the application for certification must be submitted to the Department of Agriculture and Consumer Services within 12 months after the date of termination of employment from the Department of Defense.
(3) In addition, each applicant must have knowledge of practical and scientific facts of pest control and be a graduate of an accredited high school or submit to the department satisfactory evidence of equivalent education.
History.—s. 1, ch. 59-454; s. 1, ch. 63-48; ss. 1, 2, ch. 65-295; ss. 19, 35, ch. 69-106; s. 3, ch. 76-168; s. 1, ch. 77-116; ss. 378, 379, ch. 77-147; s. 1, ch. 77-457; s. 8, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 6, 14, 15, ch. 82-229; s. 2, ch. 85-335; s. 9, ch. 89-180; ss. 36, 59, ch. 92-203; s. 4, ch. 94-194; s. 431, ch. 97-103; s. 12, ch. 2000-308; s. 5, ch. 2001-280.
Note.—Subsections (2) and (3) former s. 482.133.

482.141 Examinations.—
(1) Each individual seeking certification must satisfactorily pass an examination which must be written but may include practical demonstration. The department shall provide in-person and remote testing through a third-party vendor. A third-party vendor may collect and retain a convenience fee. An applicant may seek certification in one or more categories.
(2) An application for examination must be made in accordance with the rules of the department. Each application must be accompanied by a fee set by the department, in an amount of not more than $300 or less than $150, for each category in which the applicant desires to be examined; however, until rules setting these fees are adopted by the department, the examination fee for each category shall be $150. Any applicant who fails to pass one or more

categories may reapply for examination upon the payment of the applicable fee for each category in which the applicant seeks reexamination.
(3) The department shall give an examination in each category for which application is made which tests the applicant's knowledge of pest control as applicable to that category. The certificate issued must state the categories allowed thereby.
(4) A refund of examination fees may not be made unless the applicant presents written evidence that she or he was under military orders, on jury duty or otherwise subpoenaed, or under medical care which precluded reporting to take the examination, in which case the department shall exercise its discretion as to a refund.
History.—s. 1, ch. 59-454; s. 1, ch. 65-295; ss. 19, 35, ch. 69-106; s. 3, ch. 76-168; s. 380, ch. 77-147; s. 1, ch. 77-457; s. 9, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 7, 14, 15, ch. 82-229; s. 10, ch. 89-180; ss. 37, 59, ch. 92-203; s. 432, ch. 97-103; s. 34, ch. 2025-22.

482.151 Special identification card for performance of fumigation.—
(1) Any individual who performs fumigation must be a special identification cardholder, unless such individual is a certified operator who is certified in the category of fumigation. When performing fumigation, a special identification cardholder or certified operator may act only under the direction and supervision of the certified operator in charge.
(2) The department shall prescribe by rule the qualifications, privileges, duties, and limitations of holders of special identification cards.
(3) The department may issue special identification cards to qualified individuals who pass written examinations that may include practical demonstration. The application forms shall be prescribed by the department.
(4) The department, in its rules, shall provide for such matters as required qualifications for applicants for examination, written or practical phases or categories of examinations, and time of examinations. The fee for an examination shall be set by the department but may not be more than $200 or less than $100 for each category; however, until rules setting these fees are adopted by the department, the fee for each category shall be $100.
(5) An application must be made and the issuance fee paid to the department for an original special identification card within 60 days after the postmark date of written notification of passing the examination. The fee for issuance of an original special identification card shall be set by the department but may not be more than $100 or less than $50; however, until a rule setting this fee is adopted by the department, the fee shall be $50. During a period of 30 days following expiration of the 60-day period, an original special identification card may be issued; however, the department shall assess a late issuance charge of $25, which must be paid in addition to the issuance fee. An original special identification card may not be issued after expiration of the 30-day period, without reexamination.
(6) A special identification card expires 1 year after the date of issuance. A cardholder must apply to the department to renew his or her special identification card on or before the 1-year anniversary of the date of issuance. The department shall set the fee for renewal of a special identification card, but the fee may not be more than $100 or less than $50; however, until a rule setting this fee is adopted by the department, the renewal fee is $50. After a grace period not exceeding 30 calendar days following such expiration date, the department shall assess a late renewal charge of $25, which the cardholder must pay in addition to the renewal fee.
(7) If a cardholder fails to renew his or her card and provide proof of completion of the continuing education units required by subsection (8) within 60 days after the expiration date, the cardholder may be reissued a special identification card only after reexamination.
(8) In order to renew a special identification card, the cardholder must do at least one of the following:
(a) Complete 2 hours of approved continuing education on legislation, safety, and pesticide labeling and 2 hours of approved continuing education in the fumigation category.
(b) Pass an examination in fumigation given by the department.
(9) If a special identification cardholder becomes a member of the Armed Forces of the United States on active duty, the renewal fee and continuing education requirements are waived while the individual remains on active duty as a member of the Armed Forces.
History.—s. 1, ch. 59-454; s. 1, ch. 65-295; ss. 19, 35, ch. 69-106; s. 3, ch. 76-168; s. 381, ch. 77-147; s. 1, ch. 77-457; s. 10, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 8, 14, 15, ch. 82-229; s. 11, ch. 89-180; s. 6, ch. 91-145; ss. 38, 59, ch. 92-203; s. 3, ch. 2024-137.

482.152 Duties of certified operator in charge of pest control activities of licensee.—A certified operator in charge of the pest control activities of a licensee shall have her or his primary occupation with the licensee and shall be a full-time employee of the licensee, and her or his principal duty shall include the responsibility for the personal supervision of and participation in the pest control activities at the business location of the licensee as the same relate to:

(1) The selection of proper and correct chemicals for the particular pest control work performed.

(2) The safe and proper use of the pesticides used.

(3) The correct concentration and formulation of pesticides used in all pest control work performed.

(4) The training of personnel in the proper and acceptable methods of pest control.

(5) The control measures and procedures used.

(6) The notification of the department of any accidental human poisoning or death connected with pest control work performed on a job she or he is supervising, within 24 hours after she or he has knowledge of the poisoning or death.

History.—s. 2, ch. 65-295; ss. 19, 35, ch. 69-106; s. 3, ch. 76-168; s. 382, ch. 77-147; s. 1, ch. 77-457; s. 11, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 9, 14, 15, ch. 82-229; s. 12, ch. 89-180; ss. 39, 59, ch. 92-203; s. 433, ch. 97-103.

482.155 Limited certification for governmental pesticide applicators or private applicators.—

(1)(a) The department shall establish limited certification categories for:

1. Persons who apply pesticides only as governmental employees.

2. Persons who apply pesticides only to their own private property, and employees who apply pesticides to private property owned by their employers. This includes properties such as public buildings, schools, hospitals, nursing homes, grocery stores, restaurants, apartments, and common areas of condominiums and any other private properties where the public may be exposed to pesticide applications.

(b) A person seeking limited certification under this subsection must pass an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee. Each application for examination must be accompanied by an examination fee set by the department, in an amount of not more than $150 or less than $50; and a recertification fee of $25 every 4 years. Until rules setting these fees are adopted by the department, the examination fee is $50. Application for recertification must be accompanied by proof of having completed 4 classroom hours of acceptable continuing education. The limited certificate expires 4 years after the date of issuance. If the certificateholder fails to renew his or her certificate and provide proof of completion of the required continuing education units within 60 days after the expiration date, the certificateholder may be recertified only after reexamination. The department shall make available the appropriate reference material.

(c) Certification obtained under this subsection does not authorize operation of a pest control business.

(2) In lieu of obtaining limited certification under subsection (1), a governmental employee or private property applicator may apply pesticides if she or he is trained and supervised by a certified operator who is certified by the department in the categories of pest control that are performed by the employee or applicator and who is employed full time by the governmental agency or private property owner for which the pest control is performed.

(3) A person who applies pesticides under this section shall maintain, for a period of at least 2 years, routine operational records containing information pertaining to each application of a restricted-use pesticide including the name of the applicator and the type, amount, use, date, and place of application.

(4) This section does not apply to the application of disinfectants, sanitizers, or ready-to-use pesticides sold over the counter at retail.

(5) A limited certification granted under this section does not authorize the performance of fumigation of a structure.

History.—s. 40, ch. 92-203; s. 5, ch. 94-194; s. 434, ch. 97-103; s. 3, ch. 2003-35; s. 4, ch. 2024-137; s. 35, ch. 2025-22.

482.156 Limited certification for commercial landscape maintenance personnel.—

(1) The department shall establish a limited certification category for individual commercial landscape maintenance personnel to authorize them to apply herbicides for controlling weeds in plant beds, driveways, sidewalks, and patios and to perform integrated pest management on ornamental plants using pesticides that do not have a signal word or that have the signal word “caution” but do not have the signal word “warning” or “danger” on the label. The application equipment that may be used by a person certified pursuant to this section is limited to portable, handheld application equipment and backpack sprayers but does not include any type of power equipment.

(2)(a) A person seeking limited certification under this section must pass an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee. Each application for examination must be accompanied by an examination fee set by rule of the department, in an amount of not more than $150 or less than $50. Before the department issues a limited certification under this section, each person applying for the certification must furnish proof of having a certificate of insurance which states that the employer meets the requirements for minimum financial responsibility for bodily injury and property damage required by s. 482.071(4).

(b) The department shall make available the appropriate reference materials for the examination and provide in-person and remote testing through a third-party vendor. A third-party vendor may collect and retain a convenience fee.

(3) A certificate expires 1 year after the date of issuance. A certificateholder must apply to the department to renew his or her certificate on or before the 1-year anniversary of the date of issuance. The application must be accompanied by a recertification fee set by rule of the department, in an amount of not more than $75 or less than $25. The application must also be accompanied by proof of having completed 4 classroom hours of acceptable continuing education and the same proof of having a certificate of insurance as is required for issuance of this certification. After a grace period not exceeding 30 calendar days following such expiration date, a late renewal charge of $50 shall be assessed and must be paid in addition to the renewal fee. If a certificateholder fails to renew his or her certificate and provide proof of completing the required continuing education units within 60 days after the expiration date, the certificateholder may be recertified only after reexamination.

(4) Certification under this section does not authorize:

(a) Application of pesticides to turf;

(b) Operation of a pest control business; or

(c) The application of pesticides by unlicensed or uncertified personnel under the supervision of the certified person.

(5) A person certified under this section shall maintain records documenting the pests and areas treated, plus the methods and materials applied for control of such pests, which records must be available for review by the department upon request.

History.—s. 41, ch. 92-203; s. 6, ch. 94-194; s. 4, ch. 2003-35; s. 4, ch. 2006-289; s. 5, ch. 2024-137; s. 36, ch. 2025-22.

482.1562 Limited certification for urban landscape commercial fertilizer application.—

(1) To provide a means of documenting and ensuring compliance with best management practices for commercial fertilizer application to urban landscapes, the department shall establish a limited certification for urban landscape commercial fertilizer application.

(2) Beginning January 1, 2014, any person applying commercial fertilizer to an urban landscape must be certified under this section.

(3) To obtain a limited certification for urban landscape commercial fertilizer application, an applicant must submit to the department:

(a) A copy of the training certificate issued pursuant to s. 403.9338.

(b) A certification fee set by the department in an amount of at least $25 but not more than $75. Until the fee is set by rule, the fee for certification is $25.

(4) A limited certification for urban landscape commercial fertilizer application issued under this section expires 4 years after the date of issuance. Before applying for recertification under subsection (5), the applicant must complete 4 classroom hours of acceptable continuing education, of which at least 2 hours address fertilizer best management practices.

(5) An application for recertification must be made 4 years after the date of issuance of the current certificate and be accompanied by:

(a) Proof of having completed the 4 classroom hours of acceptable continuing education required under subsection (4).

(b) A recertification fee set by the department in an amount of at least $25 but not more than $75. Until the fee is set by rule, the fee for certification is $25.

(6) Upon expiration, or after a grace period that does not exceed 30 days after expiration, a certificate may be issued only upon reapplying in accordance with subsection (3).

(7) Certification under this section does not authorize:

(a) The application of pesticides to turf or ornamentals, including pesticide fertilizer mixtures;
(b) The operation of a pest control business; or
(c) The application of pesticides or fertilizers by unlicensed or uncertified personnel under the supervision of the certified person.
(8) The department may provide information concerning the certification status of persons certified under this section to other local and state governmental agencies. The department is encouraged to create an online database that lists all persons certified under this section.
(9) Yard workers who apply fertilizer only to individual residential properties using fertilizer and equipment provided by the residential property owner or resident are exempt from the requirements of this section.
(10) The department may adopt rules to administer this section.
History.—s. 7, ch. 2009-199; s. 3, ch. 2016-61.

482.157 Limited certification for commercial wildlife management personnel.—
[1](1) The department shall establish a limited certificate that authorizes a person who engages in the commercial trapping of wildlife to use nonchemical methods, including traps, mechanical or electronic devices, and exclusionary techniques to control commensal rodents.
(2) The department shall issue a limited certificate to an applicant who:
(a) Submits an application and examination fee of at least $150, but not more than $300, as prescribed by the department by rule;
(b) Passes an examination that the department shall provide in person and remotely through a third-party vendor. The third-party vendor may collect and retain a convenience fee. The department shall make available the appropriate study materials for the examination; and
(c) Provides proof, including a certificate of insurance, that the applicant has met the minimum bodily injury and property damage insurance requirements in s. 482.071(4).
(3) A certificate expires 1 year after the date of issuance. A certificateholder must apply to the department to renew his or her certificate on or before the 1-year anniversary of the date of issuance. The application must be accompanied by a recertification fee of at least $75, but not more than $150, as prescribed by the department by rule. The application must also be accompanied by proof of completion of the required 4 classroom hours of acceptable continuing education and the required proof of insurance. After a grace period not exceeding 30 calendar days following such expiration date, the department shall assess a late fee of $50 in addition to the renewal fee. If a certificateholder fails to renew his or her certificate and provide proof of completing the required continuing education units within 60 days after the expiration date, the certificateholder may be recertified only after reexamination.
(4) Certification under this section does not authorize:
(a) The use of pesticides or chemical substances, other than adhesive materials, to control rodents or other nuisance wildlife in, on, or under structures;
(b) Operation of a pest control business; or
(c) Supervision of an uncertified person using nonchemical methods to control rodents.
History.—s. 4, ch. 2011-192; s. 10, ch. 2011-206; s. 6, ch. 2024-137; s. 37, ch. 2025-22.
[1]Note.—As created by s. 10, ch. 2011-206. For a description of multiple acts in the same session affecting a statutory provision, see preface to the Florida Statutes, “Statutory Construction.” Section 482.157 was created by s. 10, ch. 2011-206, and by s. 4, ch. 2011-192; s. 6, ch. 2024-137, and s. 37, ch. 2025-22, have resolved all conflicting language except at subsection (1). As created by s. 4, ch. 2011-192, subsection (1) reads:

(1) The department shall establish a limited certificate authorizing individual commercial wildlife trapper personnel to use nonchemical methods, including traps, mechanical or electronic devices, and exclusionary techniques, to control commensal rodents.

482.161 Disciplinary grounds and actions; reinstatement.—
(1) The department may issue a written warning to or impose a fine against, or deny the application for licensure or licensure renewal of, a licensee, certified operator, limited certificateholder, identification cardholder, or special identification cardholder or any other person, or may suspend, revoke, or deny the issuance or renewal of any license, certificate, limited certificate, identification card, or special identification card that is within the scope of this chapter, in accordance with chapter 120, upon any of the following grounds:

(a) Violation of any provision of this chapter or of any rule of the department adopted pursuant to this chapter.
(b) Conviction in any court within this state of a violation of any provision of this chapter.
(c) Habitual intemperance or addiction to narcotics.
(d) Conviction in any court in any state or in any federal court of a felony, unless civil rights have been restored.
(e) Knowingly making false or fraudulent claims with respect to pest control; knowingly misrepresenting the effects of materials or methods used in pest control; or knowingly failing to use materials or methods suitable for the pest control undertaken.
(f) Performing pest control in a negligent manner.
(g) Failure to give to the department, or authorized representative thereof, true information upon request regarding methods and materials used, work performed, or other information essential to the administration of this chapter.
(h) Fraudulent or misleading advertising relative to pest control or advertising in an unauthorized category of pest control.
(i) Failure to pay an administrative fine imposed pursuant to subsection (7).
(j) Impersonation of a department employee.
(k) Swearing to or affirming any false statement in an application for a license issued pursuant to this chapter.
(l) Cheating on an examination required for licensure under this chapter or violating a published test center or examination procedure provided orally, in writing, or electronically at the test site and affirmatively acknowledged by the examinee.
(m) Issuance of a final order imposing civil penalties under s. 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) or a criminal conviction under s. 14(b) of FIFRA.
(2) A revocation or suspension of a license, certificate, or limited certificate is effective for all categories unless the department, in its sole discretion, suspends or revokes fewer than all categories thereof.
(3) Three years after a revocation, application may be made to the department for reinstatement; and the department may authorize reinstatement.
(4) Any charge of a violation of this chapter or of the rules adopted pursuant to this chapter by a licensee affects only the license or permit of the business location from which the violation is alleged to have occurred. Another license or permit may not be issued to the same licensee, or to any person who has an ownership interest in the suspended or revoked business license of the licensee and who knew or should have known of the violation that resulted in the suspension or revocation, for a new business location in the same county or any contiguous county for a period of 3 years after the effective date of the suspension or revocation.
(5) If, after appropriate hearing in accordance with chapter 120, the department finds that a licensee, certified operator, limited certificateholder, identification cardholder, or special identification cardholder has committed any act described in subsection (1), but further finds that such act is of such nature or occurred under such circumstances that suspension or revocation of the license, certificate, limited certificate, identification card, or special identification card would either be detrimental to the public or be unnecessarily harsh under the circumstances, it may, in lieu of executing the order of suspension or revocation, either:
(a) Reprimand the party publicly or privately; or
(b) Place the party on probation for a period of not more than 2 years.
(6)(a) If the department finds that the terms of any such probation have been violated, it may revoke the probation order immediately; and its initial order takes effect.
(b) If a person is found by the department to have violated any of the other terms of this chapter or of the rules adopted pursuant to this chapter, the department may declare such probation revoked; and, in its proceeding with regard to such additional violation, the department may consider the violation for which probation is in effect in determining the extent of its order with regard to such additional violation.
(7) The department, pursuant to chapter 120, in addition to or in lieu of any other remedy provided by state or local law, may impose an administrative fine in the Class II category pursuant to s. 570.971 for a violation of this chapter or of the rules adopted pursuant to this chapter. In determining the amount of fine to be levied for a violation, the following factors shall be considered:
(a) The severity of the violation, including the probability that the death, or serious harm to the health or safety, of any person will result or has resulted; the severity of the actual or potential harm; and the extent to which this chapter or the rules adopted pursuant to this chapter were violated;

(b) Any actions taken by the licensee or certified operator in charge, or limited certificateholder, to correct the violation or to remedy complaints;
(c) Any previous violations of this chapter or of the rules adopted pursuant to this chapter; and
(d) The cost to the department of investigating the violation.
(8) An administrative law judge may, in lieu of or in addition to imposition of a fine, recommend probation or public or private reprimand. A public reprimand must be made in a newspaper of general circulation in the county of the licensee.
(9) The department shall publish quarterly a list of disciplinary actions taken pursuant to this section and shall provide such list to each licensee.
(10) The department may require any licensee disciplined for a violation of s. 482.226 to submit to the department reports for wood-destroying organism inspections and treatments performed. These reports must be submitted at such times as required by the department but not more frequently than once a week.
History.—s. 1, ch. 59-454; s. 1, ch. 65-295; ss. 19, 35, ch. 69-106; s. 3, ch. 76-168; s. 383, ch. 77-147; s. 1, ch. 77-457; s. 12, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 10, 14, 15, ch. 82-229; s. 13, ch. 89-180; ss. 42, 59, ch. 92-203; s. 7, ch. 94-194; s. 225, ch. 96-410; s. 6, ch. 2001-280; s. 5, ch. 2003-35; s. 15, ch. 2014-150; s. 61, ch. 2015-2; s. 7, ch. 2024-137; s. 38, ch. 2025-22.

482.163 Responsibility for pest control activities of employee.—Proper performance of pest control activities by a pest control business employee is the responsibility not only of the employee but also of the certified operator in charge, and the certified operator in charge may be disciplined pursuant to the provisions of s. 482.161 for the pest control activities of an employee. A licensee may not automatically be considered responsible for violations made by an employee. However, the licensee may not knowingly encourage, aid, or abet violations of this chapter.
History.—s. 43, ch. 92-203; s. 8, ch. 94-194; s. 85, ch. 2025-22.

482.165 Unlicensed practice of pest control; cease and desist order; injunction; civil suit and penalty.—
(1) It is unlawful for a person, partnership, firm, corporation, or other business entity not licensed by the department to practice pest control.
(2) If the department has probable cause to believe that a person, partnership, firm, corporation, or other business entity not licensed by the department to practice pest control has violated any provision of this chapter, the department shall issue and deliver to that person, partnership, firm, corporation, or other business entity a notice to cease and desist from such violation. For the purpose of enforcing a cease and desist order, the department may file a proceeding in the name of the state seeking issuance of an injunction or a writ of mandamus against any person, partnership, firm, corporation, or other business entity that violates any provision of the order.
(3) In addition to or in lieu of any remedy provided under subsection (2), the department may institute a civil suit in circuit court to recover a civil penalty for any violation for which the department may issue a notice to cease and desist under subsection (2). The civil penalty shall be in the Class II category pursuant to s. 570.971 for each offense. The court may also award to the prevailing party court costs and reasonable attorney fees.
(4) The violation or disregard of a cease and desist order issued for the purpose of terminating unlicensed pest control activities is a ground for denial of a license or certificate when applied for.
(5) In addition to or in lieu of any remedy provided under subsections (2) and (3), the department may, even in the case of a first offense, impose a fine not less than twice the cost of a pest control business license, but not more than a fine in the Class II category pursuant to s. 570.971, upon a determination by the department that a person is in violation of subsection (1). For the purposes of this subsection, the lapse of a previously issued license for a period of less than 1 year is not considered a violation.
History.—ss. 14, 18, ch. 89-180; ss. 44, 59, ch. 92-203; s. 6, ch. 2003-35; s. 16, ch. 2014-150.

482.1821 Closing pest control business without providing for contracts and liabilities.—A licensee may not close its pest control business and open up a new pest control business under a different name without providing for meeting or satisfying its outstanding pest control contracts and liabilities. However, the department may waive this requirement if the licensee has filed for bankruptcy and reached agreement with its creditors on the terms for disposing of existing debts and obligations.
History.—s. 46, ch. 92-203; s. 40, ch. 95-144.

482.183 Limitations.—

(1)(a) A person may not be charged with a violation of this chapter or any rule adopted pursuant to this chapter more than 3 years after the date of the violation.

(b) For the purpose of this subsection, a charge of violation is considered to have been made upon the issuance of a notice or citation by the department charging such violation.

(2) A person licensed or certified under this chapter who practices accepted pest control methods is immune from liability under s. 828.12.

(3) This chapter does not exempt a person from the rules, regulations, or orders of the Fish and Wildlife Conservation Commission.

History.—s. 2, ch. 65-295; ss. 19, 35, ch. 69-106; s. 3, ch. 76-168; s. 387, ch. 77-147; s. 1, ch. 77-457; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; ss. 47, 59, ch. 92-203; s. 5, ch. 2011-192; s. 11, ch. 2011-206.

482.191 Violation and penalty.—

(1) It is unlawful to do any of the following:

(a) Solicit, practice, perform, or advertise in pest control except as provided by this chapter.

(b) Swear to or affirm a false statement in an application for a license or certificate issued pursuant to this chapter. A false statement contained in an application for such license or certificate renders the application, license, or certificate void.

(c) Cheat on an examination required for licensure under this chapter or violate a published test center or examination procedure provided orally, in writing, or electronically at the test site and affirmatively acknowledged by an examinee. Violating this paragraph renders the examinee's exam attempt void. The department shall adopt rules establishing penalties for examinees who violate this subsection. The department may exercise discretion in assessing penalties based on the nature and frequency of the violation.

(2) Except as provided in paragraph (1)(c), a person who violates this chapter commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(3) A person who violates any rule of the department relative to pest control commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 1, ch. 59-454; s. 1, ch. 65-295; ss. 19, 35, ch. 69-106; s. 434, ch. 71-136; s. 3, ch. 76-168; s. 388, ch. 77-147; s. 1, ch. 77-457; s. 15, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; s. 113, ch. 91-224; ss. 48, 59, ch. 92-203; s. 8, ch. 2024-137.

482.211 Exemptions.—This chapter does not apply to:

(1) Pest control, except for fumigation, performed by a person upon her or his own individual residential property.

(2) Pest control performed on a United States Department of Defense installation or other federal property, except as outlined in the memorandum of agreement between the Department of Agriculture and Consumer Services and the United States Department of Defense.

(3) Pest control performed in greenhouses, in plant nurseries, or on agricultural crops, trees, groves, or orchards.

(4) Aerial application of pesticides.

(5) Aquatic weed control.

(6) Other weed control not specifically regulated by this chapter.

(7) Mosquito control activities conducted by a local government or district established under chapter 388 or by special act or by a contractor of the local government or district.

(8) Pest control performed for lawns and ornamental plants which is performed on an agricultural area.

(9) The use of wood preservatives during the manufacturing process when applied only on wood, pretreated lumber, or metal shields for use in the construction of structures.

(10) The use of the antibiotic oxytetracycline hydrochloride or other antibiotic for the control of lethal yellowing.

(11) A yard worker when applying a pesticide to the lawn or ornamental plants of an individual residential property owner using pesticides owned and supplied by the individual residential property owner, provided the yard worker does not advertise for or solicit pest control business and does not hold herself or himself out to the public as being engaged in pest control. The yard worker may not supply her or his own pesticide application equipment, use pesticide-applying power equipment, or use any equipment other than a handheld container when applying the pesticide.

History.—s. 1, ch. 59-454; s. 1, ch. 65-295; s. 5, ch. 75-178; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 16, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 11, 14, 15, ch. 82-229; s. 97, ch. 83-218; s. 15, ch. 89-180; ss. 50, 59, ch. 92-203; s. 435, ch. 97-103; s. 5, ch. 2006-289.

482.226 Wood-destroying organism inspection report; notice of inspection or treatment; financial responsibility.—

(1) When an inspection for wood-destroying organisms is made by a licensee for purposes of a real estate transaction and either a fee is charged for the inspection or a written report is requested by the customer, a wood-destroying organism inspection report shall be provided by the licensee or its representative qualified under this chapter to perform such inspections. The inspection shall be made in accordance with good industry practice and standards as established by rule and must include inspection for all wood-destroying organisms. The inspection findings shall be reported to the person requesting the inspection. The report must be made on a form prescribed by the department and furnished by the licensee. A copy of the inspection report shall be retained by the licensee for a period of not less than 3 years.

(2)(a) The inspection report must include the following information and statements:

1. The licensee's name.
2. The date of the inspection.
3. The address of the structure inspected.
4. Any visible accessible areas not inspected and the reasons for not inspecting them.
5. The areas of the structure that were inaccessible.
6. Any visible evidence of previous treatments for, or infestations of, wood-destroying organisms.
7. The identity of any wood-destroying organisms present and any visible damage caused.
8. A statement that a notice of the inspection has been affixed to the property in accordance with subsection (4) or subsection (5) and a statement of the location of the notice.

(b) If any pest control treatment is provided at the time of the inspection, the inspection report must also provide the name of each of the wood-destroying organisms for which treatment was provided, the name of the pesticide used, and all conditions and terms associated with that treatment.

(c) An inspection report does not constitute a guarantee of the absence of wood-destroying organisms or damage therefrom or other evidence unless the report specifically states therein the extent of such guarantee.

(d) The inspection report must also include a statement certifying that neither the inspector nor the licensee by whom the inspection is made has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.

(3) When an inspection specified in wood-destroying organisms preventive or control contracts is conducted or any treatment covered by the wood-destroying organisms preventive or control contracts is performed, the licensee shall furnish the property owner or the property owner's authorized agent a signed report indicating the presence or absence of wood-destroying organisms covered by the contract, whether treatment was made, and the common or brand name of the pesticide used. Such report need not be on a form prescribed by the department.

(a) If a licensee performs an inspection not specified in the wood-destroying organisms preventive or control contract, and the presence of wood-destroying organisms covered by the contract is identified, the licensee must provide the property owner or property owner's authorized agent with a signed report notifying her or him of the presence of wood-destroying organisms.

(b) A person may not perform inspections or treatments unless she or he has an identification card issued under s. 482.091(9).

(4) When a wood-destroying organism inspection is provided in accordance with subsection (1), the licensee shall post notice of such inspection immediately adjacent to the access to the attic or crawl area or other readily accessible area of the property inspected. This notice must be at least 3 inches by 5 inches in size and must consist of a material that will last at least 3 years. It is a violation of this chapter for anyone other than the property owner to remove such notice at any time. The licensee's name and address and the date of inspection must be stated on the notice.

(5) In addition to the notice required by subsection (4), any licensee who performs control of any wood-destroying organism shall post notice of such treatment immediately adjacent to the access to the attic or crawl area or other readily accessible area of the property treated. This notice must be at least 3 inches by 5 inches in size and must consist of a material that will last at least 3 years. It is a violation of this chapter for anyone other than the property

owner to remove such notice at any time. The licensee's name and address, the date of treatment, the name of the pesticide used, and the wood-destroying organism for which treatment was performed must be stated on the notice. The contract for treatment between the licensee and the consumer must state the location of such notice.

(6) Any licensee that performs wood-destroying organism inspections in accordance with subsection (1) must meet minimum financial responsibility in the form of errors and omissions (professional liability) insurance coverage or bond in an amount no less than $500,000 in the aggregate and $250,000 per occurrence, or demonstrate that the licensee has equity or net worth of no less than $500,000 as determined by generally accepted accounting principles substantiated by a certified public accountant's review or certified audit. The licensee must show proof of meeting this requirement at the time of license application or renewal thereof.

History.—s. 18, ch. 78-292; s. 2, ch. 81-318; ss. 12, 14, 15, ch. 82-229; s. 98, ch. 83-218; s. 1, ch. 85-335; s. 16, ch. 89-180; ss. 51, 59, ch. 92-203; s. 436, ch. 97-103; s. 6, ch. 2011-192; s. 12, ch. 2011-206; s. 9, ch. 2024-137.

482.2265 Consumer information; notice of application of pesticide.—

(1) Any person, partnership, firm, corporation, or other business entity that is licensed or certified under this chapter to engage in the business of pest control, or any other person who is a limited certificateholder under this chapter, shall, upon request, provide a customer of its pest control services with the following information:

(a) The business name of the licensee or certificateholder or the name of the limited certificateholder.

(b) The identification card number of the person applying the pesticide or, if a limited certificateholder, the name of that person.

(c) The common or brand name of the pesticide to be used and the common name of the active ingredient in that pesticide.

(d) Appropriate safety information pertaining to the pesticide product to be used, as provided on the label for that product.

(2) Any person who is licensed or certified under this chapter, including any person who is a limited certificateholder, shall post a notice in a conspicuous location at the time of application of a pesticide to a lawn or to exterior foliage. The department shall provide for the wording and physical makeup of such notice by rule, but the notice must:

(a) Be at least 4 inches by 5 inches in size;

(b) Be constructed of rigid, durable weatherproof material;

(c) Have a background and lettering of contrasting colors; and

(d) Clearly set forth the business name of the licensee or name of the limited certificateholder making the pesticide application.

The notice may be made part of a larger sign containing additional information, but the department may not require a sign larger than 4 inches by 5 inches unless the licensee or limited certificateholder seeks to include additional information on the sign.

History.—ss. 17, 18, ch. 89-180; ss. 1, 2, ch. 89-198; ss. 52, 59, ch. 92-203; s. 1, ch. 95-317.

482.2267 Registry of persons requiring prior notification of the application of pesticides.—

(1) The department shall maintain a current registry of persons requiring prior notification of the application of pesticides. Upon request, the department shall register any person who pays an initial registration fee of $50 and submits to the department a certificate signed by a physician licensed pursuant to chapter 458, stating:

(a) That the physician has examined the person and determined that the placement of the person on the registry for prior notification of the application of a pesticide or class of pesticides is necessary to protect that person's health;

(b) Whether the physician is board certified by the American Board of Medical Specialties in allergy, toxicology, or occupational medicine;

(c) The distance surrounding the person's primary residence for which the person requires prior notification of the application of a pesticide or class of pesticides in order to protect the person's health;

(d) The pesticide or class of pesticides for which the physician has determined that prior notification to the person is necessary to protect the person's health; and

(e) The license number of the physician.

(2) The distance specified pursuant to paragraph (1)(c) shall be limited to those properties adjacent and contiguous to the person's primary residence unless the physician is board certified in one of the specialties specified in paragraph (1)(b). In no event shall the distance exceed a 1/2-mile radius of the boundaries of the person's primary residence and shall not exceed the minimum distance, as determined by the physician, required to protect the person's health.

(3) A person desiring to have his or her name continue to appear on the registry from year to year must submit an annual renewal fee of $10, and an annual update of the physician's certificate.

(4) The department shall notify all licensees and limited certificateholders quarterly of the following:

(a) The names and addresses of those persons who are currently registered;

(b) The pesticide or class of pesticides designated by the physician pursuant to paragraph (1)(d); and

(c) The distance notification designated by the physician pursuant to paragraph (1)(c).

(5) Before making a pesticide application to a lawn, plant bed, or exterior foliage within the area designated by the physician surrounding the property on which the primary residence of a registered person is located, a licensee or limited certificateholder must notify that person at least 24 hours before applying the pesticide. Notification may be made by telephone, by mail, in person, or by hand delivery. Notification shall include the location to which the pesticide is to be applied and must also include information on the type of pesticide to be used, except in an instance of pesticide application of a small amount on an infestation or disease that is discovered onsite at the time of treatment. It is the responsibility of a registrant under this section to notify the department of the addresses of the properties or residences that fall within the applicable contiguous, adjacent, or special-distance parameters for notification. The department shall supply this information to licensees and certificateholders.

(6) This section does not create any duties, liabilities, or obligations of licensees or certificateholders to registrants other than those expressly stated in this section.

(7) The application for registration and the physician's certificate required by this section must be in substantially the following form:

APPLICATION FOR PRIOR NOTIFICATION
OF PESTICIDE APPLICATIONS

PART A (To be completed by applicant)

1. Applicant's Name:

2. Date of Birth:

3. Applicant's Residence Address (not Post Office Box):

4. Applicant's phone number:

5. I am applying to the Department to be placed upon the registry requiring prior notification of pesticide applications pursuant to Section 482.2267, Florida Statutes.

Applicant's Signature Date

PART B (To be completed by the physician)

I, the undersigned physician, certify to the following:

1. I have examined the person making application above and have determined that his or her placement on the registry for prior notification of the application of the pesticide(s) or class of pesticides set forth below is necessary to protect that person's health.

2. I [ ] am, [ ] am not, board certified and recognized by the American Board of Medical Specialties in one or more of the following medical specialties:

[ ] Allergy

[ ] Toxicology

[ ] Occupational medicine

3. My license number is: .

4. The distance surrounding the person's primary residence for which the person requires prior notification of the application of the pesticide(s) or class of pesticides set forth below in order to protect the person's health is:

(Note: The distance specified shall be limited to those properties adjacent and contiguous to the person's primary residence unless the physician is board certified in one of the specialties specified in paragraph 2 above. In any event, the distance may not exceed a 1/2-mile radius of the boundaries of the property where the patient resides and must not exceed the minimum distance required to protect the applicant's health).

5. The pesticide(s) or class of pesticides for which I have determined that prior notification to the person of the application within the area indicated above is necessary to protect the person's health is (are):

Signature of Certifying Physician Date

(Print name of Certifying Physician)

(8) This act shall not be construed to create any additional requirements related to inclusion or continuance on the registry for those persons on the registry or who have applied to be on the registry as of July 1, 1995.
(9) False information knowingly provided shall be a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, and information in such form or certificate that the licensed physician knows, or should have known to be false, is grounds for disciplinary action pursuant to s. 458.331.
History.—s. 52, ch. 92-203; s. 1, ch. 95-317; s. 20, ch. 97-98; s. 437, ch. 97-103.
Note.—Former s. 482.2265(3).

482.227 Guarantees and warranties.—
(1) The Legislature finds that the terms "guarantee" and "warranty" are common in contracts for the treatment of wood-destroying organisms. The purpose of this section is to assure that contract language describing a "guarantee" or "warranty" is clear and easily identifiable for the protection of consumers and licensees. Therefore the following provisions shall apply to each new contract for the treatment of wood-destroying organisms issued by the licensee and signed by the customer.
(2) Any contract for treatment of wood-destroying organisms must specify on the first page in bold print that it is offered for repair and retreatment or for retreatment only or that no warranty or guarantee is offered.
(3) The contract for treatment of wood-destroying organisms must specify on the first page in bold print whether there are any disclaimers, limitations, conditions, or exclusions on the licensee's obligation to repair or re-treat the property. Contract sections describing disclaimers, limitations, conditions, or exclusions applicable to the licensee's obligation to repair or re-treat the property must contain headings in bold print.
(4) If a contract for treatment of wood-destroying organisms contains a disclaimer, limitation, condition, or exclusion applicable to the licensee's obligation to repair or re-treat the property, the term "full" or "unlimited" may not be used together with the term "guarantee" or "warranty."
History.—ss. 13, 15, ch. 82-229; ss. 53, 59, ch. 92-203; ss. 20, 21, ch. 2002-295; s. 122, ch. 2020-2.

482.231 Use of fogging machines.—Only a certified operator who is certified in the category of general household pest control, or an authorized employee of a licensee under the supervision of such an operator, may use a thermal-aerosol fogging machine in general household pest control.
History.—s. 1, ch. 59-454; s. 1, ch. 65-295; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 19, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; ss. 54, 59, ch. 92-203.

482.2401 Disposition and use of revenues from fees and fines.—

(1) All moneys collected or received by the department under this chapter shall be deposited in the Pest Control Trust Fund and, except as provided in subsection (3), shall be used by the department in carrying out the provisions of this chapter and in the education of the pest control industry.

(2) All expenditures authorized by this chapter shall be paid upon presentation of vouchers approved by the department.

(3) The department may use revenues from administrative fines to support contract research or education in pest control. If revenues are available to support such research or education, the department shall appoint a committee composed of pest control industry members which shall assist the department in establishing research or education priorities, in developing requests for proposals for bids, and in selecting research or education contractors from qualified bidders.

History.—s. 55, ch. 92-203; s. 23, ch. 2002-295; s. 31, ch. 2009-66.

482.241 Liberal interpretation.—The provisions of this chapter shall be liberally construed in order to effectively carry them out in the interest of the public and its health, welfare, and safety.

History.—s. 1, ch. 59-454; s. 1, ch. 65-295; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 20, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; ss. 56, 59, ch. 92-203.

482.242 Preemption.—

(1) This chapter is intended as comprehensive and exclusive regulation of pest control in this state. The provisions of this chapter preempt to the state all regulation of the activities and operations of pest control services, including the pesticides used pursuant to labeling and registration approved under part I of chapter 487. No local government or political subdivision of the state may enact or enforce an ordinance that regulates pest control, except that the preemption in this section does not prohibit a local government or political subdivision from enacting an ordinance regarding any of the following:

(a) Local business taxes adopted pursuant to chapter 205.

(b) Land development regulations adopted pursuant to chapter 163 which include regulation of any aspect of development, including a subdivision, building construction, sign regulation or any other regulation concerning the development of land, or landscaping or tree protection ordinances which do not include pesticide application restrictions.

(c) Regulations that:

1. Require, for multicomplex dwellings in excess of 10 units, annual termite inspections for termite activity or damage, including Formosan termites, which must be performed by a person licensed under this chapter.

2. Require pest control treatments of structures that have termite activity or damage which must be performed by a person licensed under this chapter.

3. Require property owners or other persons to obtain inspections or pest control treatments performed by a person licensed under this chapter.

An ordinance by a local government or political subdivision which requires an annual inspection or pest control treatment must conform to current law.

(d) Protection of wellhead protection areas and high recharge areas.

(e) Hazardous materials reporting as set forth in part II of chapter 252, storage, and containment including as relating to stormwater management.

(f) Hazardous material unlawful discharge and disposal.

(g) Hazardous materials remediation.

(2) For the purposes of this section:

(a) “Hazardous materials” shall be as defined in s. 403.74 and chapter 252.

(b) “Wellhead protection area” means an area designated by local government to protect the groundwater source for a well intended for human consumption for a community water system and includes the surface and subsurface area surrounding such a potable water wellfield. The maximum boundaries of the wellfield shall be the zone of contribution and the minimum shall be 10 years’ travel time. Differing levels of protection may be established within the protection area zones based upon an evaluation of the risk to human health and the environment. Wellhead protection areas shall be delineated using such methods as reasonable or calculated fixed radii, simplified variable shapes, analytical methods, hydrogeological mapping, numerical flow or transport models, or other professionally accepted methodologies.

(c) "High recharge area" means an area contributing a significant volume of water which adds to the storage of an aquifer through vertical flow. The term "significant" will vary geographically depending on the hydrologic characteristics of that aquifer. High recharge areas will receive higher protection than other areas due to their significance as current or future water use areas.

(d) "Zone of contribution" means the area surrounding a well pumping water for human consumption that encompasses all areas or features that supply groundwater recharge to the well as determined by the relevant water management district or the local government.

History.—s. 2, ch. 65-295; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 21, ch. 78-292; ss. 2, 3, ch. 81-318; ss. 14, 15, ch. 82-229; ss. 57, 59, ch. 92-203; s. 7, ch. 2001-280; s. 46, ch. 2004-64; s. 115, ch. 2007-5.

482.243 Pest Control Enforcement Advisory Council.—

(1) The Pest Control Enforcement Advisory Council is created within the department. The Commissioner of Agriculture shall appoint all members of the council. The purpose of the council is to advise the Commissioner of Agriculture regarding the regulation of pest control practices and to advise government agencies with respect to those activities related to their responsibilities regarding pest control. The council shall serve as the statewide forum for the coordination of pest control related activities to eliminate duplication of effort and maximize protection of the public.

(2) The council shall consist of 11 members as follows: a representative of the department; a citizen not involved in the conduct of pest control; a state university urban entomologist; and eight persons each holding a pest control operator's certificate issued under s. 482.111, of whom two shall be actively involved in termite control, two shall be actively involved in general household pest control, two shall be actively involved in structural fumigation, and two shall be actively involved in lawn and landscape pest control. Each member shall be appointed for a term of 4 years and shall serve until a successor is appointed.

(3) In conducting its meetings, the council shall use Robert's Rules of Order. A majority of the members of the council constitutes a quorum for all purposes, and an act by a majority of such quorum at any meeting constitutes an official act of the council. The secretary shall keep a complete record of each meeting which must show the names of members present and the actions taken. These records must be kept on file with the department, and these records and other documents about matters within the jurisdiction of the council are subject to inspection by members of the council.

(4) The members of the council shall meet and organize by electing a chair, a vice chair, and a secretary whose terms shall be for 1 year each. Council officers may not serve consecutive terms.

(5) The council shall meet at the call of its chair, at the request of a majority of its members, at the request of the department, or at such time as a public health or environmental emergency arises.

(6) The meetings, powers and duties, procedures, and recordkeeping of the council shall be pursuant to s. 570.232.

(7) The council shall receive reports of pest control enforcement activity conducted by the Division of Agricultural Environmental Services, which shall include numbers of cases, numbers of administrative actions, numbers of complaints received and investigated, and dispositions of complaints; provide advice to the department on the conduct of pest control enforcement activities; receive reports on disciplinary actions, provided that the names of individual licensees shall be expunged from cases discussed before the council, unless a consent order or final order has been issued in the case; and make recommendations, subject to a majority vote, directly to the Commissioner of Agriculture for actions to be taken with respect to the regulation of pest control services and practices that the council has reviewed.

History.—s. 24, ch. 2002-295; s. 13, ch. 2011-206; s. 17, ch. 2014-150.