

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 N/A

Re-Bid
 Other Accessing State of Florida Contract
 LIVING WAGE APPLIES: YES NO

Requisition No: RQID150002 Term of contract: 4 months with one (1) five (5) year option-to-renew

Requisition/Project Title: PRIDE CLEANING CHEMICALS AND SUPPLIES

Description: This Contract is between the Florida Department of Management Services, Division of State Purchasing (hereinafter referred to as the "Department") and Prison Rehabilitative Industries and Diversified Enterprises, Inc. (hereinafter referred to as PRIDE). The contract is for the purchase of PRIDE cleaning chemicals and supplies.

User Department(s): Miami-Dade Corrections and Rehabilitation

Issuing Department: Internal Services Department Procurement Management Division

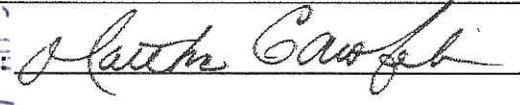
Contact Person: Martha Garofolo Phone: 305-375-4265

Estimated Cost: \$250,000 Funding Source: General

ANALYSIS			
Commodity/Service No: <u>485</u>	SIC:		
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2 ND YEAR	3 RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS				
SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		

Basis of Recommendation:

Signed: 

Date to SBD: 10/7/14

Date Returned to ISD: _____

RECEIVED
 DEPT. BUSINESS DEV.
 2014 OCT -7

AMENDMENT NO. 1
PRIDE
Contract Number

This Amendment No. 1 ("Amendment") effective on September 15, 2014, or the date fully executed, to the Contract for Prison Rehabilitative Industries and Diversified Enterprises, Inc. (hereinafter referred to as PRIDE), between the State of Florida, Department of Management Services ("Department") and PRIDE ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the below referenced Contract to the Contractor for the provision of commodities sales; and

WHEREAS the Parties agree to amend the PRIDE Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties amend the Contract as follows:

1.0 Contract Amendment. Create a contract number for the PRIDE Contract. The Contract number will be 94131608-15-P.

2.0 Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

3.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall supersede.

4.0 Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

5.0 Reporting Requirements. Each Contractor shall submit a sales report on a quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1 - (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail shall include the following:

Part Number/SKU: Your product part number if applicable
Item /Service Name: Given name of Item or Service
MFG Manufacturer: Publisher, Service Provider
Item Category: Description of the product category, according to attached table
Item Subcategory: Additional grouping for item
Product Description: Additional detail for item
Customer Name: State Agencies, Universities, Political Subdivisions, Other Eligible Users
UNSPSC Code: United Nations Standard Products and Services Code
UOM: Unit of Measure
Volume Qty: Number of items/services purchased/provided
Order Date: Order date
Date Delivered: Delivered date to customer
Purchase Type: Purchase Order, Payment Card, Other
List Price: List price
Contract Price: Contracted price with state per contract terms
Additional Fields: Any new information related to your company's products/services

Failure to provide quarterly sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (September, December, March, and June) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

6.0 Employment Verification. (E-Verify) Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

7.0 Scrutinized Company List. Pursuant to subsection 287.135(5), F.S., by submitting a response to a procurement to which this clause is attached or by signing a contract or renewal of a contract where the value exceeds \$1 million to which this clause is attached, the Respondent or Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to subsection 287.135(3)(b), F.S., Department may immediately terminate any contract for cause if the

Contractor is found to have submitted a false certification under subsection 287.135(5), F.S., or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

8.0 Preferred Pricing. The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

9.0 Diversity Reporting. The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

10.0 Public Records.

a. Access to Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

b. Redacted Copies of Confidential Information

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Contractor must provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

c. Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

d. Indemnification Related to Redacted Confidential Information

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

e. Public Records Clause for Department Contracts

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- iv. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records

stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the contractor to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from §. 24(a) of Art. I of the State Constitution and Chapter 119, Florida Statutes."

State of Florida,
Department of Management
Services:

By: Kelley Scott

Name: Kelley J. Scott

Title: Director of State Purchasing and

Chief Procurement Officer

Date: 9/15/14

Contractor: PRIDE

By: Jack L. Edgemon

Name: Jack L. Edgemon

Title: President

Date: 9/15/2014



**CONTRACT BETWEEN THE
DEPARTMENT OF MANAGEMENT SERVICES,
DIVISION OF STATE PURCHASING
AND PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED
ENTERPRISES, INC.**

This Contract is between the Florida Department of Management Services, Division of State Purchasing (hereinafter referred to as the "Department") and Prison Rehabilitative Industries and Diversified Enterprises, Inc. (hereinafter referred to as PRIDE).

WHEREAS, the Department is required to implement certain provisions of sections 287.042 and 946.515 F.S.; and

WHEREAS, PRIDE agrees to financially support the Department's implementation of these provisions.

Now therefore it is agreed:

1. This Contract shall become effective on the date of signing by the last party.
2. This Contract is subject to the provisions of Chapter 119, Florida Statutes.
3. Florida law shall govern the validity, interpretation, and enforcement of this Agreement.
4. (a) The Department's obligation to perform under this Contract is contingent on timely payment by PRIDE, as herein provided:

(b) PRIDE's obligation to perform under this Contract is contingent upon the Department's timely performing its obligations under this Contract.
5. It is expressly understood and agreed that items which are the subject of or needed to carry out this Contract shall be purchased from the corporation identified under Chapter 946.515 (2), and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the Department insofar as dealings with such

this Contract and identified by PRIDE as containing confidential and proprietary information will not be released to any person making a request for copies of information submitted to the Department until PRIDE has been notified and provided the opportunity to defend release of the document containing the identified confidential information. PRIDE agrees that in transmitting the proprietary confidential business information, it will note within the body of the transmittal letter, or in the body of the document itself, the following warning:

THIS DOCUMENT IS NOT A PUBLIC RECORD, AND IS EXEMPT FROM THE PROVISIONS OF CHAPTER 119, FLORIDA STATUTES, PURSUANT TO THE PROVISIONS OF SECTION 946.517, FLORIDA STATUTES.

11. This Contract shall be for five (5) years from the effective date with an optional renewal period not to exceed five (5) years. The Contract is subject to the grant of budget authority by the Florida Legislature and shall renew only upon a Fiscal Year grant of budget authority by the legislature.

12. This Contract contains all the terms and conditions agreed upon by the parties.

13. In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Contract operates or would prospectively operate to invalidate this Contract, then and in any of those events, only such provision or provisions shall be deemed null and void and shall not affect any other provision of this Contract. The remaining provisions of this Contract shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

14. A party may terminate its participation in this Contract upon no less than sixty (60) days written notice to the other party to this Contract. Such notice shall be sent via certified mail to the party designee as identified in section 6 above.

15. PRIDE agrees that any and all claims, suits, judgments or damages, where due to the negligence or intentional misconduct of PRIDE or its agents or employees, shall be the sole responsibility of PRIDE. However, nothing in this Paragraph is intended as a waiver of sovereign immunity, or the limits or section 786.28, Florida Statutes, and nothing in this Paragraph is intended to confer any rights or benefits to any party other than the Department of Management services.

SO AGREED:
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Charles W. Covington

By: Linda South, Secretary

Date 2/22/10

Approved as to form and legality by the Department General Counsel's Office:

Karen Armstrong

By:

Date 2/22/10

PRISON REHABILITATIVE INDUSTRIES
& DIVERSIFIED ENTERPRISES, INC.

Jack Edgemon

By: Jack Edgemon, President

Date 2-19-10

EXHIBIT "A"
Contract Inclusive Product List

Contract Number	Description of Product	Contract Start	Contract End
200-050-06-P	Detention Clothing	10/06/2005	02/22/2015
425-001-05-P	Office Furniture	06/16/2005	02/22/2015
425-540-95-P	Lockers, Metal Storage	04/30/1997	02/22/2015
450-130-96-P	Shelving, Metal, Open & Closed	04/30/1997	02/22/2015
485-000-06-P	Cleaning Chemicals & Supplies	11/27/2006	02/22/2015
535-000-00-P	Fencing	02/25/2000	02/22/2015
550-000-00-P	Signage	06/12/2000	02/22/2015
630-550-97-P	Traffic Paint, Water Emulsion-Based	10/10/1997	02/22/2015
640-180-09-P	Corrugated Boxes	03/31/2009	02/22/2015
650-000-98-P	Furniture, Park Recreational	03/12/1998	02/22/2015
850-500-95-P	Mattress, Polyester Fiberfill & Synthetic Foam	04/30/1997	02/22/2015
991-470-96-P	Digital Imaging Services	07/01/1995	02/22/2015

EXHIBIT B

**CONTRACT MANAGER PURCHASING LIASION
& PRIDE ENTERPRISES**

1. Department of Management Services
Division of State Purchasing
Attn: PRIDE Project Manager Purchasing Liaison
4050 Esplanade Way
Tallahassee, Florida 32399

2. Jack Edgemon, President
PRIDE Enterprises
12425 28th Street North, Suite 300
St. Petersburg, Florida 33716
(727) 572-1987

SO AGREED:
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Charles W. Corning

By: Linda South, Secretary
Date 2/22/10

Approved as to form and legality by the Department General Counsel's Office:

Karen Armstrong

By:
Date 2/22/10

PRISON REHABILITATIVE INDUSTRIES
& DIVERSIFIED ENTERPRISES, INC.

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By: Jack Edgemon, President

Date 2-19-10

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425-540-95-P	Lockers, Metal Storage	04/30/1997	02/22/2015
450-130-96-P	Shelving, Metal, Open & Closed	04/30/1997	02/22/2015
485-000-06-P	Cleaning Chemicals & Supplies	11/27/2006	02/22/2015
535-000-00-P	Fencing	02/25/2000	02/22/2015
550-000-00-P	Signage	06/12/2000	02/22/2015
630-550-97-P	Traffic Paint, Water Emulsion-Based	10/10/1997	02/22/2015
640-180-09-P	Corrugated Boxes	03/31/2009	02/22/2015
650-000-98-P	Furniture, Park Recreational	03/12/1998	02/22/2015
850-500-95-P	Mattress, Polyester Fiberfill & Synthetic Foam	04/30/1997	02/22/2015
991-470-96-P	Digital Imaging Services	07/01/1995	02/22/2015

Corporate Office
223 Morrison Road
Brandon, Florida 33511



813.324.8700 ext 2
813.689.5390 ext 1
800.643.8459 ext 100

September 25, 2014

To: Miami Dade Sheriff's Office
Attn: Ana Hassun, Purchasing
Re: Sole Source Provider

PRIDE Enterprises Sanitary Maintenance and Supply is the manufacturer and sole provider of both the SeaBlue One Shot and No Rinse Sanitizer products.

The following Florida Statute provides information regarding PRIDE Enterprises:

287.042 Powers, duties, and functions

(2) (a) "...Purchases by any county, municipality, private nonprofit community transportation coordinator designated pursuant to chapter 427, while conducting business related solely to the Commission for the Transportation Disadvantaged, or other local public agency under the provisions in the state purchasing contracts, and purchases, from the corporation operating the correctional work programs, of products or services that are subject to paragraph (1)(f), are exempt from the competitive solicitation requirements otherwise applying to their purchases." Some customers eligible to purchase products from PRIDE Enterprises may be exempt from competitive bid requirements.

The following PRIDE PRICE Agreement prices are guaranteed until December 31st, 2015:

Sea Blue One Shot	Product # 64201100	4-1 Gal Case	\$53.90
Rinse Free Sanitizer	Product # 64100500	4-1 Gal Case	\$51.73

If you need further assistance, please do not hesitate to contact PRIDE's SM&S Division at the following numbers:

Plant: 813.890.6591
Cell Phone: 863.443.1499

Sincerely,



Jack Edgemon
President