

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

Rev 1

New contract   
  OTR   
  CO   
  SS   
  BW   
  Emergency   
  N/A

Re-Bld   
  Other Accessing State of Florida Contract

LIVING WAGE APPLIES:  YES  NO

Requisition No: RQCR1600003      Term of contract: 12 months with three (3) one (1) year option-to-renewals

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: \$100,000      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 <sup>ND</sup> YEAR	3 <sup>RD</sup> 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:

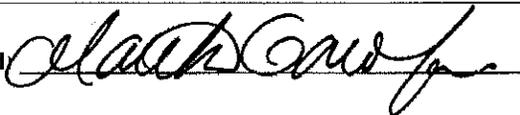
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Signed: 

Date to SBD: 1/29/16  
Date Returned to ISD: \_\_\_\_\_

**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-F.

**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  
**UNSPSQ 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](mailto: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:

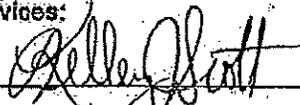
- i. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not 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 s. 24(a) of Art. I of the State Constitution and Chapter 119, Florida Statutes.\*

State of Florida,  
Department of Management  
Services:

Contractor: PRIDE

By:   
Name: Kelley J. Scott

By:   
Name: Jack L. Edgemore

Title: Director of State Purchasing and  
Chief Procurement Officer

Title: President

Date: 9/15/14

Date: 9/15/2014

**AMENDMENT NO. 2**  
**Contract Number 94131608-15-P**  
**PRIDE**

**This Amendment No. 2** ("Amendment") effective on February 23, 2015, to the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) Contract No. 94131608-15-P ("Contract"), between the State of Florida, Department of Management Services ("Department") 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 Contract was originally awarded to the Contractor on February 22, 2010, and set to expire on February 22, 2015, for the provision of commodities sales; and

**WHEREAS**, in accordance with Section 287.057(13), Florida Statutes and section 11 of the Contract, upon mutual agreement, the parties may renew the Contract in whole or in part, for a period that may not exceed five years; and

**WHEREAS**, the Parties agree to amend the Contract with a one year renewal to February 22, 2016, pursuant to Section 287.057(13), Florida Statutes and Section 11 of the 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 Renewal.**

Pursuant to Section 287.057(13), Florida Statutes, the Parties hereby execute its renewal option for one year, to expire not later than the end of the day on February 22, 2016.

**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 control.

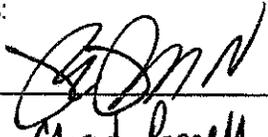
**AMENDMENT NO. 2**  
**Contract Number 94131608-15-P**  
**PRIDE**

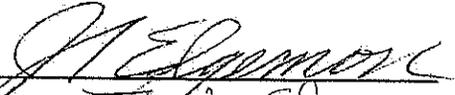
**4.0 Warrant of Authority.**

Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective Parties.

**State of Florida,  
Department of Management  
Services:**

**Contractor: PRIDE**

By:   
Name: Chad Poppe  
Title: Secretary

By:   
Name: Jack Edgemore  
Title: President

Date: 2/19/15

Date: 2/19/2015