



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

This Agreement, effective the date of the last signature below, 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. d/b/a PRIDE Enterprises, the nonprofit corporation authorized to operate correctional work programs pursuant to 946.504, Florida Statutes (hereinafter referred to as PRIDE).

It is agreed:

1. This Agreement shall become effective on the date of signing by the last party.
2. Florida law shall govern the validity, interpretation, and enforcement of this Agreement.
3. It is expressly understood and agreed that the purpose of this Agreement is to clarify the respective duties of the parties in implementing the provisions of Sections 287.042(1)(d), (e), and (f), and Section 946.515(2), Florida Statutes
4. A Purchasing Analyst shall be designated as liaison and agreement manager for the Division of State Purchasing, Department of Management Services. The President of PRIDE is designated as the liaison and agreement manager for PRIDE. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representatives shall be provided in writing to the other party, which notice is not an amendment to this Agreement.
5. Amendments to this Agreement shall be valid only when they have been reduced to writing and signed by all parties. The parties agree to amend this if it becomes necessary pursuant to the passage of new or revisions of any applicable laws.
6. The scope of work is as follows:
 - A. The Department agrees to:
 - i) Upon PRIDE request, review and determine whether a product or service price is comparable pursuant to 287.042(1)(f), Florida Statutes. The Department liaison shall give written notice to PRIDE, within 30 days of

receipt of a completed application, as to whether the products and services prices were approved or disapproved. A request is complete upon receipt of all information requested by the Department. The Department shall review price adjustments in the same manner as it conducts the initial review of prices for comparability.

- ii) Issue commodity numbers for approved products/services.
- iii) List all approved products/services with commodity numbers on any listing prepared for state term contracts executed by the Department.

B. PRIDE Agrees to:

- i) In accordance with subsection 287.042(1)(e), Florida Statutes submit to the Department all products and services it intends to have the Department list.
- ii) If needed, submit a product or service for testing, analysis and review, relating to quality and price comparability, to the Department of Agriculture and Consumer Services or another mutually agreeable third party, PRIDE will pay any fees associated with testing to the third party.
- iii) Shall pay a quarterly sum of \$10,000.00 for Department services in support of the Agreement.
- iv) Not change prices or specifications of products or services addressed in this Agreement except as specified in this Agreement.

C. The Department and PRIDE agree to:

- i) Participate in interagency focus groups when practicable.
- ii) Work together to make program improvements.
- iii) Monitor products and services on the procurement list that are duplicated on other lists or contracts and recommend action in accordance with the best interests of the State.
- iv) Coordinate resolution to complaints and comments in relation to this agreement.
- v) Assist with educating State buyers on PRIDE's mission and benefit to the community.
- vi) Leverage the catalog development, sourcing and buying functionality in MyFloridaMarketPlace (MFMP) on behalf of PRIDE.

7. In the event of a dispute between a purchasing authority of a state agency and PRIDE based upon price or quality of items available from PRIDE pursuant to Section 946.515(2), and Section 287.042(1)(f), Florida Statutes, either party may request a

hearing with the Department. If the dispute is not resolved through hearing with the Department, the parties may request an administrative hearing pursuant to Section 120.569, and 120.57, Florida Statutes, which request shall be referred to the Division of Administrative Hearings for resolution of the dispute. No party is entitled to any appeal pursuant to Section 120.68, Florida Statutes.

8. To facilitate the timely processing of commodity pricing approvals, PRIDE will furnish the following data to the Department liaison:

A. New Products:

- i) Commodity code requested
- ii) Product description/specifications
- iii) Proposed price (piece/volume)
- iv) Freight-inclusive/exclusive
- v) Price comparisons with citations
- vi) Third party testing results, if applicable

B. Price Adjustments for products with existing commodity codes:

- i) Commodity code
- ii) Current pricing (piece/volume)
- iii) Requested increase/new price
- iv) Price Comparisons with citations

C. Specification changes:

- i) Commodity code
- ii) Current product description/specifications
- iii) New specification sought
- iv) Specification Comparisons with citations

9. PRIDE agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Agreement.

10. PRIDE 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. PRIDE agrees the Department may immediately terminate the Agreement for cause if PRIDE is found to have submitted a false certification or if PRIDE 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 Agreement.
11. The State of Florida supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. PRIDE shall sign and submit the "Certification of Drug-Free Workplace Program" form, attached hereto and certify that PRIDE has a drug-free workplace program.
12. The State of Florida and PRIDE are committed to supporting its diverse business industry and population through encouraging participation by minority, women, and veteran small business enterprises in the economic life of the State.
13. Subject to the provisions of s. 946.517, Florida Statutes, this Agreement is subject to the provisions of Chapter 119, Florida Statutes, including but not limited to 119.0701, Florida Statutes.
14. If PRIDE considers any portion of the documents, data or records submitted in furtherance of this Agreement to be confidential, proprietary, trade secret or otherwise not subject to disclosure, pursuant to Chapter 119, Florida Statutes, the Florida Constitution, Section 946.517, Florida Statutes, or other authority, PRIDE is to mark the record as "Confidential."

In the event of a request for public records, pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, for documents that are marked as confidential, the Department will notify PRIDE that such a request has been made. It is PRIDE's responsibility to assert that the documents are exempt from disclosure under Chapter 119, Florida Statutes, s. 946.517, Florida Statutes or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of PRIDE in a legal proceeding, the Department shall give PRIDE prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). PRIDE shall be responsible for defending its determination that the documents are confidential, proprietary, trade secret, or otherwise not subject to disclosure. PRIDE agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to PRIDE's determination that its records are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

15. PRIDE shall retain sufficient documentation to substantiate claims for payment under the Agreement and all other records, electronic files, papers, and documents that were made in relation to this Agreement for a period of five (5) years after expiration or termination of the Agreement.

16. Term of Agreement shall be for five (5) years from the effective date with an optional renewal period not to exceed five (5) years. The Agreement 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.
17. This Agreement contains all the terms and conditions agreed upon by the parties. In the event any one or more of the provisions of this Agreement 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 Agreement operates or would prospectively operate to invalidate this Agreement, 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 Agreement. The remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.
18. A party may terminate its participation in this Agreement upon no less than thirty (30) days written notice to the other party to this Agreement. Such notice shall be sent via certified mail to the party designee as identified in this Agreement.
19. 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 of 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.
20. Pursuant to subsection 20.055(5), F.S., PRIDE, and any subcontractor to PRIDE, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in a manner consistent with section 946.517, F.S.
21. PRIDE shall submit a Quarterly Sales Report in Excel format within 30 days of the end of the State's fiscal quarter (September 30, December 31, March 31, and June 30) in the format that will be provided by the Department electronically upon execution of this Agreement.
22. PRIDE hereby agrees to cooperate with the Department and MyFloridaMarketPlace (MFMP) to the following:

Upon the Department's request, to deliver a punch-out catalog. The punch-out catalog content must be limited to PRIDE's approved statewide contract offerings. In addition to PRIDE's punch-out catalog in MFMP, PRIDE shall provide a specific online ordering portal and product catalog (Catalog) to the Department containing only approved items and prices. For each item, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, list price and contract price, and item image.

PRIDE agrees to meet the following Catalog accuracy requirements: The Catalog must contain current pricing, products and services offered; include a contract identification number; and include detailed product line item descriptions, including pictures when

possible.

PRIDE shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP.


For the purposes of this section, PRIDE warrants and represents that it is authorized and empowered to and hereby grants the Department and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, PRIDE warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system PRIDE's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by PRIDE under the agreement.

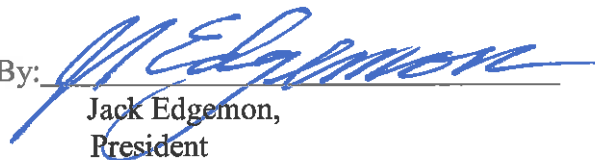
23. IN WITNESS THEREOF, the Parties hereto have caused the Agreement, including any referenced attachments, to be executed by their undersigned officials and each person is duly authorized to bind the respective Party to the Agreement. The Agreement is not valid until signed and dated by both Parties.

SO AGREED:

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT
SERVICES**

**PRISON REHABILITATIVE
INDUSTRIES AND DIVERSIFIED
ENTERPRISES, INC.**

By: 
Erin Rock,
Deputy Secretary, Business Operations

By: 
Jack Edgemon,
President

Date: 2-11-16

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