

Memorandum



Date: February 19, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 8(F)(3)

Resolution No. R-199-20

Subject: Recommendation for Approval to Access a State of Minnesota Contract for
Pharmaceutical Prime Wholesaler Distribution Services

Recommendation

It is recommended that the Board of County Commissioners (Board) approve accessing a competitively solicited contract by the State of Minnesota, Contract No. *MMS1900113, Pharmaceutical Prime Wholesaler Distribution Services*, awarded to Cardinal Health 110, LLC. The contract was awarded through the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), which is a voluntary purchasing organization for states and local government entities that directly contracts with pharmaceutical manufacturers and suppliers. It is also recommended that the Board approve waiver of Resolution No. R-130-06, which directs the County Mayor or County Mayor's designee not to place items seeking approval of a contract on a Board agenda until the underlying contract is fully executed. Waiver is being sought as MMCAP requires all parties accessing its contracts to execute agreements with the awarded vendor prior to MMCAP executing the contract.

This contract will be used for the purchase of emergency medications, controlled substances and other pharmaceutical supplies for the Miami-Dade Fire Rescue Department (Fire Rescue). Fire Rescue purchases a wide array of pharmaceuticals to meet the operational needs of its emergency rescue units. Under the contract, the recommended vendor shall deliver products to Fire Rescue within 24 hours of placing an order. All pharmaceuticals purchased by Fire Rescue are to be color-coded for ease of identification by paramedics.

Market research was conducted to determine whether accessing the MMCAP contract offered the best value to the County, and identify whether local entities are able to provide the requested supplies. The research indicated that volume discounts available under this contract will provide the County with the lowest market prices for the needed pharmaceutical supplies.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial term ending on October 31, 2021 is \$2,550,000. Should the County choose to exercise, at its sole discretion, the available three-year option to renew term, the estimated cumulative value will be \$6,375,000. The County accessed the previous MMCAP contract, MMS15001, valued at \$4,368,500 for a 49-month term, which expires on January 31, 2020. The allocation under the replacement contract is higher than the previous contract due to an increase in the projected needs of the Fire Department.

Department	Allocation	Funding Source	Contract Manager
Fire Rescue	\$6,375,000	General Fund/ Fire District Funds	Marianela Betancourt
Total:	\$6,375,000		

Track Record/Monitor

Pearl Bethel of the Internal Services Department is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition by MMCAP. Three proposals were received in response to the solicitation. Cardinal Health 110, LLC, the highest ranked proposer, was recommended for award. Pursuant to Resolution No. R-477-18, the vendor recommended for award is a non-local vendor. The County is accessing another governmental entity's contract.

Vendor	Principal Address	Local Address*	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Cardinal Health 110, LLC	7000 Cardinal Place Dublin, OH	None	10	
			0.19%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

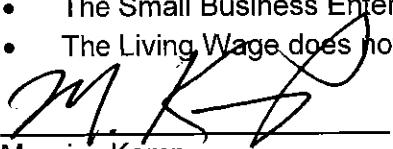
Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance or compliance issues. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility. Notwithstanding, Miami-Dade County, along with other cities, counties and parties, is a plaintiff in a federal multidistrict lawsuit, *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), against numerous opioid manufacturers, distributors and retail pharmacy distributors seeking to recover costs and other damages associated with the opioid epidemic. One of the defendants that the County is suing in this proceeding is Cardinal Health, LLC.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, and holding meetings with the client department. As a result, it was determined that in addition to accessing this contact, the County will seek to establish a pool for pharmaceutical supplies under a separate solicitation to ensure availability of pharmaceutical supplies from multiple vendors, including local vendors.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies where permitted by the funding source.
- The Small Business Enterprise Bid Preference and Local Preference do not apply.
- The Living Wage does not apply.


Maurice Kemp
Deputy Mayor

2

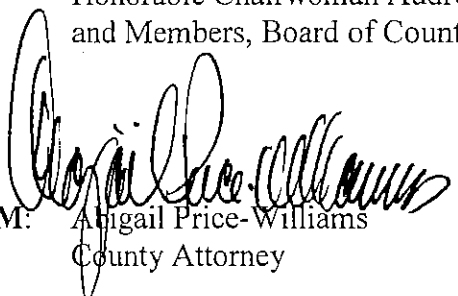


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: February 19, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____

Mayor

Agenda Item No. 8(F)(3)
2-19-20

Veto _____

Override _____

RESOLUTION NO. R-199-20

RESOLUTION AUTHORIZING ACCESS OF STATE OF MINNESOTA CONTRACT NO. MMS19000113, PHARMACEUTICAL PRIME WHOLESALER DISTRIBUTION SERVICES WITH CARDINAL HEALTH 110, LLC FOR THE MIAMI-DADE FIRE RESCUE DEPARTMENT IN A TOTAL AMOUNT NOT EXCEED \$6,375,000.00 FOR A TERM THROUGH OCTOBER 31, 2021 AND A RENEWAL PERIOD UP TO THREE YEARS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE DOCUMENTS NECESSARY TO ACCESS SAME AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38; AND WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06

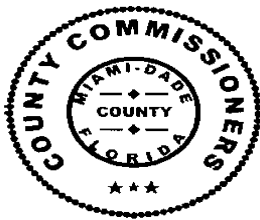
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the access of State of Minnesota Contract No. MMS19000113, Pharmaceutical Prime Wholesaler Distribution Services with Cardinal Health 110, LLC for the Miami-Dade Fire Rescue Department in a total amount not exceed \$6,375,000.00 for a term through October 31, 2021 and a renewal period up to three years; authorizes the County Mayor or County Mayor's designee to execute documents necessary to access same and exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38; and waives the requirements of Resolution No. R-130-06. A copy of the contract is on file with and available upon request from the Internal Services Department, Strategic Procurement Division.

The foregoing resolution was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	absent
Eileen Higgins	aye	Barbara J. Jordan	absent
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of February, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

Member-Requested Participation Addendum (MPA)

This Addendum ("MPA") is entered into by the county of Miami-Dade County ("Member" or "County") and Cardinal Health 110, LLC, whose designated business address is 7000 Cardinal Place, Dublin, Ohio 43017, ("Vendor") and incorporates the Minnesota Multistate Contracting Alliance for Pharmacy, an agency of the State of Minnesota ("MMCAP") vendor contract MMS1900113 ("Vendor Contract").

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Vendor Contract to address the matters of Member.

WHEREAS, MMCAP has sole approval authority to any changes to the Vendor Contract, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP and Vendor.

THEREFORE, the County, the Vendor, and MMCAP agree as follows:

I. DEFINITIONS

- A. **Membership:** Means the joint power cooperative comprised of the MMCAP authorized states, departments, facilities, and other municipalities.

II. EFFECTIVE DATE AND TERM

- A. **Effective Date:** This MPA is effective on the date all signatures have been obtained.
- B. **Termination:** This MPA terminates upon:
1. Sixty (60) calendar days' written notice upon written notice to the other parties; or
 2. The termination of the Vendor Contract between MMCAP and the Vendor; or
 3. Written agreement executed by all parties.

III. SCOPE

- A. **Exhibit A:** Which is attached and incorporated herein, identifies the Vendor Contract and all other previous agreements and amendments to be incorporated into the contractual relationship between Member and Vendor.
- B. **Exhibit B:** Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Vendor Contract and Exhibit B of this MPA, the terms of Exhibit B will supersede as between Member and Vendor. *MMCAP, the State of Minnesota, nor any other party of the Membership are bound by the terms of Exhibit B.*

IV. GENERAL PROVISIONS

- A. **Assignment:** Except as affirmed in this MPA, the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP.
- B. **Counterparts and Electronic Signature:** The MPA cannot be executed in counterparts and will not be enforceable until MMCAP has obtained all required signatures. If requested by MMCAP, Member and Vendor expressly agree to conduct transactions under the MPA by

6

electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP in order for this MPA to be a transferable record, to ensure that MMCAP has control of the authoritative copy of such transferable record.

- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf
intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:
COUNTY OF MIAMI-DADE

Signature: _____
Printed: _____
Title: _____
Date: _____

VENDOR (Cardinal Health 110, LLC):

Signature: 
Printed: Brad Cochran
Title: SVP, National Markets
Date: 12/20/19

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP
In accordance with Minn. Stat. § 16C.03, subd. 3

Signature: _____
Printed: _____ Date: _____

Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

Signature: _____
Printed: _____ Date: _____

[SIGNATURE PAGE]

EXHIBIT A

Vendor Contract and other Applicable Legal Documents

The following is a list of the legal documents to be referenced and to be incorporated with the terms and conditions of Exhibit B.

1. Vendor Contract No. MMS1900113

EXHIBIT-B

Language Modification of the Vendor Contract

The following terms and conditions are entered into between the Vendor and the Member and incorporate the documents identified on Exhibit A. Neither MMCAP, the State of Minnesota, nor the Membership, are bound by the terms within this Exhibit.

Modification of Terms:

This has been intentionally been left blank.

Additional Terms:

1. VENDOR REGISTRATION

The Vendor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Vendor confirms its knowledge of and commitment to comply with the following:

1. <i>Miami-Dade County Ownership Disclosure Affidavit</i> (Article V of Chapter 11 of the Code of Miami-Dade County)	2. <i>Miami-Dade County Family Leave Affidavit</i> Section 2-8.1 of the Code of Miami-Dade County)
3. <i>Miami-Dade County Employment Disclosure Affidavit</i> (Section 2-8.1(d)(2) of the Code of Miami-Dade County)	4. <i>Miami-Dade County Living Wage Affidavit</i> (Section 2-8.9 of the Code of Miami-Dade County)
5. <i>Miami-Dade County Employment Drug-free Workplace Certification</i> (Section 2-8.1.2(b) of the Code of Miami-Dade County)	6. <i>Miami-Dade County Domestic Leave and Reporting Affidavit</i> (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
7. <i>Miami-Dade County Disability and Nondiscrimination Affidavit</i> (Section 2-8.1.5 of the Code of Miami-Dade County)	8. <i>Miami-Dade County E-Verify Affidavit</i> (Executive Order 11-116)
9. <i>Miami-Dade County Debarment Disclosure Affidavit</i> the Code of Miami-Dade County)	10. <i>Miami-Dade County Pay Parity Affidavit</i> (Section 10.38 of (Resolution R-1072-17)
11. <i>Miami-Dade County Vendor Obligation to County Affidavit</i> (Section 2-8.1 of the Code of Miami-Dade County)	12. <i>Miami-Dade County Suspected Workers' Compensation Fraud Affidavit</i> (Resolution R-919-18)
13. <i>Miami-Dade County Code of Business Ethics Affidavit</i> (Sections 2-8.1(f), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)	

2. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IG) REQUIREMENTS

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Vendor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Vendor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Vendor, its officers, agents, employees, subcontractors and

assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Vendor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Vendor or any third party.

3. **MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General, which may on a random basis, perform audits, inspections, and reviews of all County contracts, throughout the duration of said contracts. The cost of random audits, inspections, and reviews for this MPA shall be one quarter (1/4) of one (1) percent (0.25%) ("IG Contract Fee") of the total contract amount which cost shall account for in the County's discount as shown on Table 1 and shall be deducted by the County from progress payments to the Wholesaler. The IG Contract Fee shall also be included in all, change orders and all contract renewals and extensions.

Exception: The IG Contract Fee shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) federal, state and local government-funded grants; and (n) inter-local agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the Audit Fee in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Vendor, its officers, agents and employees, lobbyists, County staff and Florida elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Vendor from the Inspector General or IPSIG retained by the Inspector General, the Vendor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Vendor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds,

rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

4. **COUNTY USER ACCESS PROGRAM (UAP)**

User Access Fee: Pursuant to Section 2-8.10 of the Miami-Dade County Code, this MPA is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%) ("UAP Fee"). All sales resulting from this MPA, or any subsequent MPA and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement MPA usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity in the County.

County understands and agrees that the Vendor will adjust the discount the County receives by the UAP Fee, as found on Table 1. Additionally, Vendor and County understands and agrees that the UAP Fee is in addition to, not part of the MMCAP Administrative Fee and that the MyFloridaMarketPlace fee is not applicable. The County shall retain the UAP Fee for use by the County to help defray the cost of the procurement program. Vendor's participation in this is mandatory.

The Vendor providing goods and services under this MPA shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program, Vendor participation in this invoice reduction portion of the UAP is mandatory,

4.1 Vendor Compliance

If a Vendor fails to comply with this Article, that Vendor may be considered in default by Miami-Dade County.

5. **GOVERNING LAW**

This MPA, and matters relating to any applicable purchase made by the County completed under Contract No. MMS1900113 shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

6. **PAYMENT TERMS**

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Vendor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Vendor under this Contract. Such retained amount shall be applied to the amount owed by the Vendor to the County. The Vendor shall have no further claim to such retained amounts (if properly retained) which shall be deemed full accord and satisfaction of the amount due by the County to the Vendor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Vendor to the County department who placed the order. The County may at any time designate a different address and/or contact person by giving written notice to the other party.

7. PUBLIC RECORDS AND CONTRACTS FOR GOODS AND SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Vendor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Vendor 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 public agency in a format that is compatible with the information technology systems of the public agency. If the Vendor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128

8. INSURANCE AND INDEMNITY

The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall provide to Miami-Dade County a copy of the certificate of insurance satisfying the insurance requirements in the Vendor Contract:

9. PRICING

Table 1 Service Fee Discount Pricing Matrix for Miami-Dade County (1% MyFloridaMarketPlace is not applicable) 2% UAP and 0.25% Audit Assessment are reflected in Service Fee Matrix									
State Monthly Purchase Volume									
Facility Payment Terms	\$1 to \$500,000	\$500,001 to \$1,000,000	\$1,000,001 to \$2,000,000	\$2,000,001 to \$4,000,000	\$4,000,001 to \$6,000,000	\$6,000,001 to \$12,000,000	\$12,500,001 to \$18,000,000	\$18,000,001 to \$24,000,000	\$24,000,001 and above
30 Day Pre-Pay	-3.54%	-4.12%	-4.61%	-4.91%	-5.12%	-5.47%	-5.57%	-5.82%	-6.07%
15 Day Pre-Pay	-3.25%	-3.83%	-4.32%	-4.62%	-4.83%	-5.18%	-5.28%	-5.53%	-5.78%
7 Day Pre-Pay	-3.07%	-3.65%	-4.14%	-4.44%	-4.65%	-5.00%	-5.10%	-5.35%	-5.60%
Next Day Pay	-2.89%	-3.47%	-4.06%	-4.36%	-4.57%	-4.87%	-4.97%	-5.22%	-5.47%
7 Day Net	-2.75%	-3.33%	-3.97%	-4.27%	-4.48%	-4.78%	-4.88%	-5.13%	-5.38%
15 Day Net	-2.57%	-3.15%	-3.79%	-4.09%	-4.30%	-4.60%	-4.70%	-4.95%	-5.20%
30 Day Net	-2.28%	-2.86%	-3.50%	-3.80%	-4.01%	-4.31%	-4.41%	-4.66%	-4.91%
45 Day Net	-1.83%	-2.26%	-2.85%	-3.15%	-3.36%	-3.71%	-3.81%	-4.06%	-4.31%
60 Day Net	-0.82%	-1.20%	-1.69%	-1.99%	-2.20%	-2.45%	-2.50%	-2.55%	-2.60%
90 Day Net	-0.01%	-0.59%	-0.88%	-1.18%	-1.39%	-1.64%	-1.69%	-1.74%	-1.79%

4