

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/19/2021

Contract/Lease Control #: C16-2437-TDD

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: DEX IMAGING

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/15/2021

Expiration Date: 04/14/2022

Description of: MAINTENANCE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

2/1/2022

DATE (MM/DD/YYYY)

5/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Indemnity Insurance Co of North America	43575	INSURER D: ACE Fire Underwriters Insurance Company	20702	INSURER E: Navigators Insurance Company	42307	INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: XL Specialty Insurance Company	37885														
INSURER C: Indemnity Insurance Co of North America	43575														
INSURER D: ACE Fire Underwriters Insurance Company	20702														
INSURER E: Navigators Insurance Company	42307														
INSURER F:															
INSURED Staples, Inc 1492368 ATTN: Trevor Hamilton 500 Staples Drive Framingham MA 01702															

COVERAGES **CERTIFICATE NUMBER:** 17579647 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G71570277	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,975,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 975,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,975,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25313604	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	US00086459L121A	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67805537 (AOS) WLR C67805574 (CA, MA) SCF C67805616 (WI)	2/1/2021 2/1/2021 2/1/2021	2/1/2022 2/1/2022 2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Auto Liability	Y	Y	NY21EXRZ07FRNIV	2/1/2021	2/1/2022	Limit: \$5,000,000 x/s of \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Excess Auto Liability and Umbrella Liability policies. General, Automobile Liability and Excess Auto Liability insurance evidenced herein are Primary and Non-contributory to other insurance maintained by Additional Insured. Waiver of Subrogation is granted in accordance with policy provisions of the General Liability, Automobile Liability, Excess Auto Liability and Workers' Compensation policies as permitted by law.

CONTRACT#: C16-2437-TDD
DEX IMAGING
MAINTENANCE AGREEMENT
EXPIRES: 04/14/2022

CERTIFICATE HOLDER

17579647
 Okaloosa County Board of County Commissioners
 5479-A Old Bethel Road
 Crestview FL 32536

ACCORDANCE WITH THE POLICY PROVISIONS. ORE
ENTERED IN

AUTHORIZED REPRESENTATIVE

Michael A. Calabrese



CONTRACT/LEASE RENEWAL FORM

Date: 04/15/2021
 Company: DEX Imaging, Inc.
 Attn: Ryan Kessler
 Address: P.O. Box 17295
 City, St, Zip: Clearwater, FL 33762-0295
 RE: Sharp MX4141N s/n 55018648

CONTRACT#: C16-2437-TDD
 DEX IMAGING
 MAINTENANCE AGREEMENT
 EXPIRES: 04/14/2022

Dear Ryan Kessler,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C16-2437-TDD for an additional term. The contract renewal period will be April 15, 2021 to April 14, 2022. The annual budgeted amount for this contract is \$ B/W \$0.0091 & Color \$0.0532. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Charlotte Dunworth

Dept. Director Jennifer Adams
 Signature: _____
Digitally signed by Jennifer Adams
 Date: 2021.04.15 14:48:05 -05'00'

Contractor: DEX Imaging

Date: _____
 Approved By: Jeffrey A Hyde
Digitally signed by Jeffrey A Hyde
 Date: 2021.04.15 16:21:02 -05'00'

Approved By: AK Wear

(as prescribed below on item 1)

Date: _____

Approved By: _____
 (as prescribed below on item 1)

Title: Service Manager

Date: _____

Date: 4-15-2021

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/13/2020
Contract/Lease Control #: C16-2437-TDD
Procurement#: NA
Contract/Lease Type: CONTRACT
Award To/Lessee: DEX IMAGING
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 04/15/2019
Expiration Date: 04/14/2021
Description of MAINTENANCE AGREEMENT
Department: IDD
Department Monitor: ADAMS
Monitor's Telephone #: 850-651-7131
Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: 2/28/2020
Company: DEX Imaging, Inc.
Attn: Todd Deveney
Address: P.O. Box 17295
City, St, Zip: Clearwater, FL 33762-0295
RE: Sharp MX4141N s/n 55018648

Dear Todd Deveney,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, #C16-2437-TDD for an additional term. The contract renewal period will be April 15, 2020 to April 14, 2021. The annual budgeted amount for this contract is \$ B/W \$0.0081 & Color \$0.0475. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Signature: [Signature]

Contractor: DEX Imaging

Date: 4/13/2020

Approved By: [Signature] (as prescribed below on item 1)

Approved By: [Signature] Stephen Ward

Date: 04/13/2020

Approved By: (as prescribed below on item 1)

Title: Service Manager

Date:

Date: 3-5-2020

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Contracts and Lease Coordinator at Purchasing Department. If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 4/12/2019

Contract/Lease Control #: C16-2437-TDD

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: DEX IMAGING

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 4/15/2019

Expiration Date: 4/14/2020

Description of Contract/Lease: MAINTENANCE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-3800

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

Date: April 1, 2019
 Company: Dex Imaging
 Attn: Todd Deveney
 Address: PO Box 17295
 City, St, Zip: Clearwater, FL 33762-0295
 RE: Sharp/MX-4141N,s/n 55018648

CONTRACT #: C16-2437-TDD
 MODULAR DOCUMENT SOLUTIONS
 SERVICE AGREEMENT
 EXPIRES: 4/14/2020

Dear

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C16-2437-TDD for an additional term. The contract renewal period will be April 15, 2019 to April 14, 2020. The annual budgeted amount for this contract is \$B/W\$ 0.0081 & Color \$0.0475. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
 Signature: [Signature]

Contractor: [Signature]

Date: 04/11/19

Approved By: [Signature]
 (as prescribed below on item 1)

Approved By: TODD DEVESEY

Date: 04/12/2019

Approved By: _____
 (as prescribed below on item 1)

Title: SALES MANAGER


Date: _____

Date: 4/9/19

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (if applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

TOURIST DEVELOPMENT DEPARTMENT
MEMORANDUM

Date: March 25, 2019
To: Finance Department
From: Jennifer Adams, Director 
Subject: Signature Delegation

I will be out of the office on the dates below. During this time, Charlotte Dunworth is designated signature authority for all Tourist Development Department documents.

March 27-29, 2019
April 3-5, 2019
April 8-12, 2019

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/05/2018

Contract/Lease Control #: C16-2437-TDD

Procurement #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: DEX IMAGINING

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/14/2018

Expiration Date: 04/14/2019

Description of Contract/Lease: MAINTENANCE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-3800

Monitor's FAX # or E-mail: JADAMS@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

Date: March 6, 2018
Company: DEX Imaging, Inc.
Address: PO Box 17295
City, State, Zip: Clearwater, FL 33762-0295
RE: Convention Center Sharp/MX-4141N, s/n 55018648

Dear DEX Imaging:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C16-2437-TDD for an additional term. The contract renewal period will be April 14, 2018 to April 14, 2019. The annual budgeted amount for this contract is \$ B/W \$0.0081 & Color \$0.0475. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: [Signature]

Contractor: DEX Imaging

Date: 4/2/18

Approved By: [Signature]
(as prescribed below on item 1)

Approved By: [Signature]
JEFF WITHEVEN

Date: 04/05/2018

Title: Regional Service Director

Approved By: _____
(as prescribed below on item 1)

Date: 3-23-2018

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C16-2437-T00 Tracking Number: 2941-18
Procurement/Contractor/Lessee Name: DEX Imaging, Inc. Grant Funded: YES ___ NO ___
Purpose: Renewal: Convention center sharp / MX-4141N, sn/55018648
Date/Term: 4/14/18 - 4/14/19
Amount: B/w \$ 0.0081; color \$ 0.0475
Department: T00
Dept. Monitor Name: Adams

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:


Purchasing Director or designee _____ Date: 3/6/18
Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: N/A

Grants Coordinator _____ Date: 3/6/18
Renee Biby

Risk Management Review

Approved as written: with updated Ins Requirements

Risk Manager or designee _____ Date: 3-6-18
Laura Porter or Krystal King

County Attorney Review

Approved as written:

County Attorney _____ Date: 3/16/18
See Approval Dated
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee _____ Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, March 16, 2018 10:46 AM
To: Matthew Young
Cc: Lynn Hoshihara
Subject: Re: C16-2437-TDD renewal/ Coordination No. 2941-18

The above referenced renewal is approved for legal purposes

Sent from my iPhone

On Mar 9, 2018, at 4:12 PM, Matthew Young <myoung@co.okaloosa.fl.us> wrote:

Good afternoon,

Please see the coordination item for the TDD.

Respectfully,

<image002.jpg>

From: Charlotte Dunworth
Sent: Tuesday, March 06, 2018 7:15 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Subject: C16-2437-TDD renewal

Good morning Matthew,
Please begin contract coordination... thanks!

Sunny Regards,
Charlotte Dunworth
Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us

<image001.png>

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

<C16-2437 contract_renewal 2018.docx>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the

Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06-06-2017

Contract/Lease Control #: C16-2437-TDD

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: DEX IMAGINING

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/14/2017

Expiration Date: 04/14/2018

Description of Contract/Lease: MAINTENANCE AGREEMENT

Department: TDD

Department Monitor: DUNWORTH

Monitor's Telephone #: 850-609-3800

Monitor's FAX # or E-mail: CDUNWORTH@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



CONTRACT/LEASE RENEWAL FORM

RECEIVED

MAY 22 2017

ECCC

Date: May 3, 2017
Company: DEX Imaging, Inc.
Address: PO Box 17295
City, State, Zip: Clearwater, FL 33762-0295
RE: Convention Center Sharp/MX-4141N, s/n 55018648

Dear DEX Imaging:

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C16-2437-TDD for an additional term. The contract renewal period will be April 14, 2017 to April 14, 2018. The annual budgeted amount for this contract is \$ B/W \$0.0081 & Color \$0.0475. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director Signature: [Signature]

Contractor: DEX Imaging

Date: 5/24/17

Approved By: [Signature]

Approved By: [Signature] (as prescribed below on item 1)

Date: 5/20/17

Title: SERVICE MANAGER

Approved By: (as prescribed below on item 1)

Date:

Date: 5-12-2017

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
2) Keep a copy of this form for your records.
3) Send original to Purchasing Services Coordinator. If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.



CERTIFICATE OF LIABILITY INSURANCE

DEXIM-1 OP ID: KB

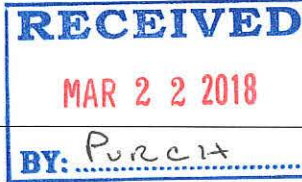
DATE (MM/DD/YYYY)

03/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ITALIANO INSURANCE SERVICES
P. O. Box 18425
Tampa, FL 33679-8425
Jeffrey G. Italiano



CONTACT NAME: Jeffrey G. Italiano
PHONE (A/C, No., Ext): 813-877-7799 FAX (A/C, No.): 813-877-8877
E-MAIL ADDRESS: karen@italianoinsurance.com

INSURED
DEX Imaging, Inc.
PO Box 20488
Tampa, FL 33622

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Pacific Indemnity Company	20346
INSURER C : Chubb Custom Insurance	38989
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	35881702	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ \$1/2 Mill
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	73551357	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79893103	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	71704830	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O			36051212	03/01/2018	03/01/2019	E&O Liab 1,000,000
A	Empl Dish			82097615	03/01/2018	03/01/2019	Empl Dish 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as Additional Insured with respects to the General Liability & Auto Liability policies. 30 days notice of Cancellation applies, 10 days for non-payment of premium. Coverage is Primary.

C16-2437-TDD
C17-2607-TDD

CERTIFICATE HOLDER

OKALOO1

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey G. Italiano

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DEXIM-1

OP ID: KB

DATE (MM/DD/YYYY)

03/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ITALIANO INSURANCE SERVICES
P. O. Box 18425
Tampa, FL 33679-8425
Jeffrey G. Italiano

RECEIVED
MAR 07 2018
BY: *P.R.C.H.*

CONTACT NAME: **Jeffrey G. Italiano**
PHONE (A/C, No, Ext): **813-877-7799** FAX (A/C, No): **813-877-8877**
E-MAIL ADDRESS: **karen@italianoinsurance.com**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Federal Insurance Company	20281
INSURER B :	Pacific Indemnity Company	
INSURER C :	Chubb Custom Insurance	20346
INSURER D :		
INSURER E :		
INSURER F :		

INSURED **DEX Imaging, Inc.**
PO Box 20488
Tampa, FL 33622

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	35881702	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ \$1/2 Mill
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	73551357	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79893103	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A	<input checked="" type="checkbox"/>	71704830	03/01/2018	03/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O			36051212	03/01/2018	03/01/2019	E&O Liab 1,000,000
A	Empl Dish			82097615	03/01/2018	03/01/2019	Empl Dish 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as Additional Insured with respects to the General Liability & Auto Liability policies. 30 days notice of Cancellation applies.

C16-2437-TDD
C17-2607-TDD

CERTIFICATE HOLDER**CANCELLATION****OKALOO1**

Ocalaosa County
5479A Old Bethel Road
Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey G. Italiano

© 1988-2014 ACORD CORPORATION. All rights reserved.

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>2399-17</u>
Contractor/Lessee Name: <u>Dex Imaging, Inc.</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Copier Maintenance</u>	
Date/Term: <u>4/14/2017 - 4/14/2018</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>B/w \$0.0081 + Color \$0.0425</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>TDD</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Dunworth</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>Ch. Powell</u>	Date: <u>5/4/2017</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review	
Approved as written:	
<u>Krystal King</u>	Date: <u>5-8-17</u>
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
<i>see approval dated 5/3/2017</i>	
Approved as written:	
_____	Date: _____
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

**TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM**

CONTRACTOR NAME: DEX IMAGING, INC.
PURPOSE: COPIER MAINTENANCE
TERM: 4/14/2017 – 4/14/2018
AMOUNT: B/W \$0.0081 & Color \$0.0475

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

LH This approval authorizes the contract **to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.**

_____ This approval authorizes the payment under the Contract **to be processed for payment.**

APPROVED AS TO FORM AND LEGALITY:



TDD ATTORNEY

LYNN HOSHIHARA

MAY 3, 2017

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/22/2016

Contract/Lease Control #: C16-2437-TDD

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: MODULAR DOCUMENT SOLUTIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/14/2016

Expiration Date: 04/14/2017

Description of Contract/Lease: MAINTENANCE AGREEMENT

Department: TDD

Department Monitor: BLANTON

Monitor's Telephone #: 850-609-3800

Monitor's FAX # or E-mail: PBLANTON@CO.OKALOOSA.FL.US

Closed: _____

Cc: Finance Department Contracts & Grants Office

ASSIGNMENT AND AMENDMENT NO. 1 TO EQUIPMENT MAINTENANCE AGREEMENT

CONTRACT # C16-2437-TDD

This ASSIGNMENT and AMENDMENT NO. 1 to the Equipment Maintenance Agreement, Contract # C16-2437-TDD (the "Contract"), is entered into among the Okaloosa County Board of County Commissioners through its Tourist Development Department ("County"), Modular Document Solutions ("Contractor"), and DEX Imaging, Inc. (the "Assignee"), as follows:

WHEREAS, the County and the Contractor entered into the Equipment Maintenance Agreement effective April 14, 2016 ("Contract"); and

WHEREAS, Assignee acquired Modular Document Solutions effective July 5, 2016, see Exhibit A; and

WHEREAS, the County has determined that it is necessary to amend the Contract to reflect the assignment and change in vendor name.

NOW THEREFORE, the parties hereby agree as follows: of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract # C16-2437-TDD as follows:

1. DEX Imaging, Inc. hereby agrees to assume all of Contractor's rights, liabilities and obligations under the Contract.
2. The County consents to the assignment from Modular Document Solutions to DEX Imaging, Inc.
3. Contractor information under the Contract is changed to:
DEX Imaging
PO Box 17295
Clearwater, FL 33762-0295
4. This AMENDMENT NO. 1 shall be retroactively effective with the October 17, 2016 invoice, which is attached as a part of Exhibit A.
5. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

OKALOOSA COUNTY

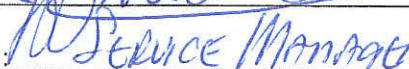
By: 

Title: Purchasing Manager 

Date: 12/30/16

DEX IMAGING, INC.

By: 

Title: Service Manager 

Date: 12-15-2016

MODULAR DOCUMENT SOLUTIONS

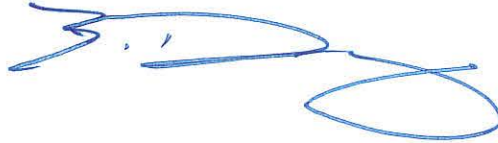
COMPANY DISSOLVED

12/27/16

By: _____

Title: _____

Date: _____

A handwritten signature in blue ink, consisting of a stylized, cursive name that is difficult to decipher. The signature is written in a fluid, connected style.

RECEIVED

OCT 20 2016

ECCC



1855 Hurlburt Rd
Fort Walton Beach, FL 32547
Phone: 850-863-2515
Fax: 850-863-3727

51 Industrial Blvd
Pensacola, FL 32503
Phone: 850-433-5500
Fax: 850-433-5713

2688 Chapman Way
Panama City, FL 32405
Phone: 850-522-4743
Fax: 850-422-4796

www.deximaging.com

DEX imaging is pleased to announce the acquisition of Modular Document Solutions throughout Florida, including the former Coastal Business Products locations. This will incorporate offices in Pensacola, Panama City and the regional facility in Fort Walton Beach, Florida.

This acquisition will enhance and continue DEX imaging's dedication to providing the highest level of customer satisfaction and will expand the product offerings to include Konica Minolta, Canon, Sharp, Kyocera, Toshiba and HP. DEX will now have 25 employees in the Florida Panhandle, of which 14 will be dedicated to service support to better serve our valued customers.

Our reach will be broader in the markets where we already do business, offering expanded product lines and increased service manpower and efficiency. In the next 60 days a service technician will be visiting your office to install a new contact service sticker on your copier/MFP/printer unit so that we may start dispatching all service calls and shipping all supplies locally from the Gulf Coast. Please call the toll free number listed on the service sticker for assistance (855-876-1805).

Beginning in the month of October invoices will be sent out with new numbers and remit addresses. If you find you need one, a W9 will be available upon request. We are in the process of working on the estimated meters received from Modular. If you have any questions regarding meters, please do not hesitate to contact us.

Todd Deveney will be leading our sales support efforts in the panhandle. Todd has years of experience with Coastal, Modular and now DEX. We also have account executives positioned in each local market to better serve each location.

Please reach out to us with any questions during this transition, as we work to continue and improve client relations through our commitment to customer service and satisfaction.

Contact information:

Todd Deveney
NW Florida Sales Manager
todd.deveney@deximaging.com

Bobby Gwin
Market President
bgwin@deximaging.com

Dede Alexander
Office Manager/Leasing
dalexander@deximaging.com

Ashley Clark
Contract Billing
aclark@deximaging.com



PO Box 17295 Clearwater, FL 33762-0295
 P: 251-666-2063 F: 251-666-3339

RECEIVED
 OCT 20 2016
ECCC

CONTRACT INVOICE

Invoice Number: WR481263
 Invoice Date: 10/17/2016

Bill To: Emerald Coast Convention Center
 Peggy
 1250 Miracle Strip Parkway
 Ft Walton Beach, FL 32548

Customer: Emerald Coast Convention Center
 1250 Miracle Strip Parkway
 Ft Walton Beach, FL 32548

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
180601-MOD	30 Days	11/16/2016	\$ 100.52	\$ 100.52	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CN10295-MOD-01		\$ 100.52		07/21/2016	07/20/2017
Remarks					
!!!!SEE NOTES!!!!					

Summary:

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 09/21/2016 to 10/20/2016 overage period	\$100.52 **
**See overage details below	<u>\$100.52</u>

Detail:

Equipment included under this contract
 Emerald Coast Convention Center
 Sharp/MX-4141N

Number	Serial Number	Base Adj.	Location						
R17062-MOD	55018648	\$0.00	Emerald Coast Convention Center 1250 Miracle Strip Parkway Ft Walton Beach, FL 32548						
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	BLK	15,772	17,239		1,467	0	1,467	\$0.008100 ✓	\$11.88
Color	CLR	27,402	29,268		1,866	0	1,866	\$0.047500 ✓	\$88.64
									\$100.52

Invoice SubTotal	\$100.52
Tax:	\$0.00
Invoice Total	\$100.52
Balance Due:	\$100.52

RECEIVED

SEP 12 2016

ECCC

DEX
imagingmodular
DOCUMENT SOLUTIONS

TO OUR VALUED CUSTOMERS

We have exciting news to share with you. On July 5th, 2016, we announced that DEX imaging, Inc. (DEX) acquired Modular Document Solutions (MDS). Through this acquisition, MDS has become part of the largest independent office imaging dealer in the Southeast with sales in excess of \$250 million.

Who is DEX imaging?

DEX was founded in 2002 and is headquartered in Tampa, Florida with 25 locations across Florida, Alabama, Tennessee, Mississippi and Maryland. DEX is known for its quality service and has won virtually every award in the industry for customer satisfaction. For additional information on DEX, please go to www.deximaging.com.

What does this mean for you?

MDS customers will not only reap the benefits provided by DEX's stellar service teams, but will also have the advantage of choosing from a wider variety of best-in-class products and solutions. Also, all MDS employees will join the DEX team and the people you are accustomed to seeing and working with will not change. In addition, this will have no effect on our ability to service your equipment or provide you with supplies. You will deal with the same people, and receive the same great service.

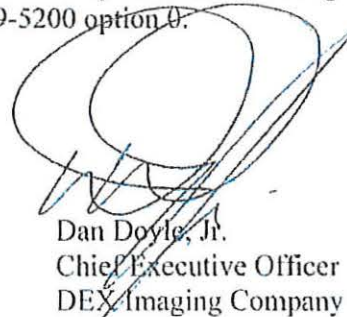
What's next?

Over the next several weeks, MDS will transition our current operating system over to the DEX operating system. Your primary points of contact in sales and customer support will remain the same. We are committed to ensuring a seamless transition for you. If you have any questions about this exciting news please contact your account manager or feel free to contact customer service directly at 800-249-5200 option 0.

Sincerely,



William E. Sprecher
Chief Executive Officer
Modular Document Solutions, LLC
A DEX Imaging Company



Dan Doyle, Jr.
Chief Executive Officer
DEX Imaging Company

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dex Imaging Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) NA
 Exemption from FATCA reporting code (if any) N/A
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5109 W Lemon St

6 City, state, and ZIP code
Tampa, FL 33609

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
0	1	-	0	5	7	7	1	9	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Ryder Demers* Date ▶ 1-13-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

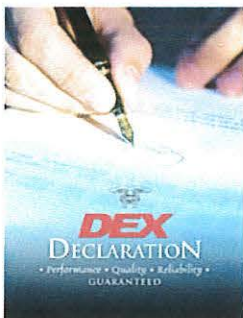
By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



The DEX Declaration

Tuesday, 05 July 2016 16:00



DEX guarantees emergency service within four hours or less during regular business hours. Our DEXPERTS are trained to respond to your business needs.

The DEX Declaration is our guarantee of service that's fast, reliable and trouble-free. We promise that we will be there within four hours or less during emergencies to repair or maintain your document and imaging equipment when reported during regular business hours, and oftentimes just as fast on nights and weekends.

[Read more...](#)

DEX Acquires Modular Document Solutions

featured

[Print](#) [Email](#)

DEX IMAGING ACQUIRES MODULAR DOCUMENT SOLUTIONS AND ANNOUNCES DEX CAROLINA EXPANSION

DEX Imaging, Inc. is pleased to announce the acquisition of Modular Document Solutions LLC, a \$30 million Sharp™ dealership operating in 15 locations throughout the State of Florida. With the addition of Modular, DEX has reached its \$250 million revenue goal for 2016.

DEX Imaging's CEO, Dan Doyle Jr., said, "This is our largest acquisition to date, the impact of which expands our product offerings overnight, increases our service manpower throughout the state of Florida, and lays the groundwork for immediate growth into the Carolinas."

Modular's principals, Bill Sprecher and Marty Maddox, will lead the newly formed DEX of the Carolinas. Both executives have had long and distinguished careers in the document imaging industry, including associations with The Hillman Company, Danka Industries, and Toshiba.

Doyle added, "Bill and Marty have a proven track record of building profitable, growth oriented businesses. With the full support of our vendor partners, they will expand the DEX footprint, first in Charlotte in September, and then into all other major markets throughout North and South Carolina."

Sprecher said, "The initial DEX Carolina team has already been formed and includes some of our best sales, service, and administrative people. We will be introducing the complete suite of DEX Solutions to our Carolina customers: State-of-the-art equipment, award-winning service, PrintCounts Managed Print, DEXDOX Professional Services, and Facilities Management."

DEX Imaging is the largest independent dealer of document imaging equipment and content management software in the eastern United States, with 2015 revenues exceeding \$200 million. The company sells and services Konica Minolta, Canon, Kyocera, HP, and now Sharp copiers and printers. Founded in 2002 as a single start-up operation with only 8 employees, the company has grown to 34 branch locations with over 1,000 employees, and has rapid expansion plans to become the preeminent independent of ce imaging dealer in the United States by 2020. DEX Imaging's success is directly tied to its mission, which is to provide the best customer service in the document imaging industry.

For more information, contact Nancy Lycan: 813-288-8080, nancy@deximaging.com

[Read the Press Release](#)

Tweet 3 people like this. Be the first of your friends.

More in this category: [« We've Acquired Mid-South Digital](#)

[back to top](#)

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C16-2437-JDD Tracking Number: 2100-17
Contractor/Lessee Name: Modular Document Services/DEX Imaging Grant Funded: YES ___ NO ___
Purpose: Assignment and Amendment to copier maintenance agreement
Date/Term: 4/14/2016 - 4/14/2017 1. GREATER THAN \$50,000
Amount: _____ 2. GREATER THAN \$25,000
Department: JDD 3. \$25,000 OR LESS
Dept. Monitor Name: Dunwoody
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:

Ch Powell Date: 11/16/2016
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review

Approved as written: With COI from Dex Imaging
Laura J. Porter Date: 11/21/2016
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: See approval dated 10/24/2016
Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant

Document has been received:
Date: _____
Contracts & Grants Manager

**TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM**

CONTRACTOR NAME: MODULAR DOCUMENT SERVICES/DEX imaging

PURPOSE: ASSIGNMENT AND AMENDMENT TO COPIER
MAINTENANCE AGREEMENT C16-2437-TDD

TERM: 4/14/2016 – 4/14/2017

AMOUNT:

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

KP This approval authorizes the contract to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.

___ This approval authorizes the payment under the Contract to be processed for payment.

APPROVED AS TO FORM AND LEGALITY:


TDD ATTORNEY

LHP
LYNN HOSHIHARA

OCTOBER 24, 2016

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Current Search Terms: modular* document* solutions*

Your search for "MODULAR* DOCUMENT* SOLUTIONS*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Status: Active
Modular Document Solutions, LLC	<input type="button" value="View Details"/>
DUNS: 825287662	CAGE Code: 5Z4J4
Has Active Exclusion?: No	DoDAAC:
Expiration Date: 07/27/2017	Delinquent Federal Debt? No
Purpose of Registration: All Awards	

Glossary

- [Search Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search Filters](#)
- [By Record Status](#)
- [By Record Type](#)

SAM | System for Award Management 1.0

IBM v1.P.50.20160823-0937

WWW6

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



ADDITIONAL TERMS AND CONDITIONS

MODULAR DOCUMENT SOLUTIONS, LLC (hereafter MDS) agrees to perform maintenance service with respect to equipment in accordance with the following terms and conditions:

1. Customer's exclusive remedy for any losses or damages to equipment caused by MDS in the performance of this agreement including the furnishing of parts for which MDS is responsible, shall be that MDS will make all repairs, adjustments or parts replacements necessary to restore the equipment to good operating condition, MDS will not be liable for personal injury or property damage except that caused by MDS negligence: MDS shall not be liable for any special; incidental or consequential damages including but not limited to loss or profit or other economic loss.
2. In the event a contracted machine cannot be repaired within a 24 hour period after a MDS service representative has performed service, a loaner machine will be provided at no charge.
3. This order is subject to acceptance only by an authorized representative of MDS. Notice of acceptance is hereby waived by customer.
4. The equipment must be in good condition on the commencement date of this agreement. MDS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance agreement. MDS will invoice the customer and this will be in addition to the price set forth on the reverse side hereof.
5. Maintenance and other charges including a ~~\$9 delivery fee~~ for parts and supplies are those in effect at the time of this agreement with MDS or on the date of each renewal.
6. This agreement shall be ^{MAY} automatically renewed upon expiration of the annual term for successive renewal terms at MDS's maintenance rates in effect at the time of applicable renewal.
7. All invoices are due and payable within ten (10) days from the date of invoice and Customer agrees to pay interest at a rate of 1 1/2% per month on any amounts not paid. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or quiescence in any bankruptcy receivership proceeding or any similar action affecting the affairs or property of Customer, MDS may (1) refuse to continue to service the equipment or (2) furnish service only on a time travel and material basis without prejudice to any other remedies MDS may have. Customer shall pay all MDS's costs in collection of any amount due hereunder in the recovery of any property, pursuant hereto or in the enforcement of its rights against Customer, ~~including reasonable attorney's fees, whether or not suite is brought.~~
8. Preventative maintenance service to be performed under this agreement shall be performed at times determined by MDS and may be made at the same time as service calls.
9. Necessary service calls performed during normal business hours included in the Agreement price. ~~Overtime charges at MDS then current rate shall apply and be invoiced for all service calls made outside normal business hours.~~ Normal business hours shall mean 8:00 am to 5:00 pm, Monday through Friday, exclusive of holidays.
10. This agreement does not cover service necessitated by malfunctions of parts and/or attachments of non-MDS equipment or by use of operating supplies such as paper and toner not approved by MDS.
11. This agreement shall not apply to any equipment which ceases to be at the customer location described on the reverse side hereof or is damaged through accident, theft, abuse, neglect, acts of their parties, fire, water, casualty or any other natural force.
12. In the event any repairs or adjustments are performed on the machine or machines which are the subject matter of this contract by other than trained technician supplied by MDS, this contract may be terminated by MDS and it shall be under no further obligation with regard to the machine or machines. No refund will be made.
13. Specification charges, alterations or attachments will acquire a change in the Agreement price set forth herein and must be listed on the front side of this Agreement. MDS also reserves the right to terminate this agreement by notice to Customer if MDS determines that such changes, alterations or attachments make it impractical for MDS to continue to service the equipment.
14. Neither party shall have any right to consequential damages by reason of any nonperformance of this agreement. MDS's liability in case of nonperformance hereunder shall not exceed the agreement price specified on the reverse side hereof.
15. This Agreement is not assignable or transferrable by customer without prior written consent of MDS.
16. If You use more than the applicable Allowance (s) in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. Notwithstanding any adjustment, You will never pay less than the Monthly Base Payment. You agree to comply with any billing procedures designated by Us, including notifying Us or the Supplier of the meter readings on any business day designated by Us. We may estimate the number of images used if such meter readings are not received by Us. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that We may proportionately increase Your Per Image Charges at any time if the Supplier's estimated average page coverage is exceeded in any month during the term of this Agreement. In addition to the foregoing, at the end of the first year of this Agreement and once each successive twelve month period, We may increase the Monthly Base Payment and Excess Per Image Charge by a maximum of 10% of the then existing payment and charge. Per Image Charges are based on Supplier's estimated average page coverage, that being 6% page coverage for black and white images and 20% for color images. These percentages are based on 8.5" x 11" paper.
17. MDS's technical assistance may be required to relocate certain equipment from the location at which it is installed. Customer shall pay a relocation charge at MDS's then prevailing rates for time, materials, travel and the maintenance charge will be subject to adjustment depending upon the new location. Customer shall pay packaging, freight, and related expenses incurred during relocation.
18. MDS will not be liable for any failure to perform if inability to obtain raw materials, parts or supplies at reasonable prices or through usual and regular sources or on a timely basis, interruption or transportation, government regulation, labor disputes, strikes, war, fire, flood, accident or other causes beyond MDS's control makes it impractical for MDS to perform.
19. Cancellation: A 30 Day cancellation request with the final meter read for usage billing may be submitted after the first full year term.

ORIGINAL