

AMENDMENT NO. 6 TO
AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND SOLO PRINTING
(COUNTY CONTRACT # C21-3022-TDD)

This AMENDMENT NO. 6 hereby amends the Agreement for Destin-Fort Walton Beach Visitor Guide-Print & Optional Fulfillment ("Contract") by and between Okaloosa County, Florida ("County") and Solo Printing ("Contractor").

WHEREAS, the specifications in Attachment A provide for 84 pages in the Destin-Fort Walton Beach Visitor Guide; and

WHEREAS, the County provided Contractor with 82 pages of creative content for use; and

WHEREAS, the cost for Visitor Guide printing shall not be reduced due to Contractor pricing units in quantities of 4; and

WHEREAS, the County requests 1 (one) additional prepress Epson Proof Output at a cost of four hundred thirty dollars (\$430.00).

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions).

1. Section 4. Compensation shall be amended as follows: "...total amount of eighty-five thousand six hundred three dollars and 2 cents (\$85,603.02) for printing and envelopes plus fulfillment \$TBD as needed pursuant to Exhibit A.....". Upon County request, 1 (one) additional prepress Epson Proof Output will be provided in the amount of four hundred thirty dollars (\$430.00).
2. Attachment A, Specifications shall be amended as follows:

Description	Destin Fort Walton Beach Visitor Guide 2024		
Pages	82 Pages + 4 Page Cover		
Envelope	9 x 12 Booklet Envelope. 28 lb WW 2/0 PMS light coverage no bleeds		
Size	10.875 x 8.375		
Paper	100.0 lb Gloss Cover		
	80.0 lb Gloss Text		
	80.0 lb Gloss Text		
Ink Cover	4/4+ Overall Satin Varnish		
Text	4/4+ Overall Satin Varnish		
Prepress	Files - Epson Proof Output from Customer Supplied PDF		
Finishing	Trim, Perfect Bind Con Adh		
Mailing	Insert catalog into envelope, DP, NCOA, seal, inkjet and deliver to local USPS for 3M copies		
Shipping	County will reimburse actual cost of shipping. 47M copies FOB FL 32548 D2D		
Terms	Net 30 Days		
Prices			
	Quantity	Prices	
	50,000	\$85,603.02	
	Price includes the cost for 12,000 envelopes to be held for monthly insertions		

3. Attachment B, Insurance Requirements, shall be amended as provided herein.

4. This AMENDMENT NO. 6 shall be effective upon execution by the County.

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 day and year last herein below written.

SOLO PRINTING

VR

Viviana Rauseo, Account Executive

Date: 1/20/2024

OKALOOSA COUNTY, FLORIDA

John Hofstad Digitally signed by John Hofstad
Date: 2024.01.25 08:19:21 -06'00'

John Hofstad, County Administrator

Date: 01/25/2024

Attachment "B"

GENERAL SERVICES INSURANCE REQUIREMENTS

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of 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 and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
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. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy 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 (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor
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 and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. 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 Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. 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

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

INSURANCE 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. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
3.) Business Automobile	\$1M each accident (A combined single limit)
4.) 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.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, and evidencing all required coverage and if applicable any State of Florida approved Workers' Compensation Exemption 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 BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written 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.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
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.

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 employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

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

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

Procurement/Contract/Lease Number: <u>021-3022-T00</u>		Tracking Number: <u>5061-24</u>
Procurement/Contractor/Lessee Name: <u>Solo Printing</u>		Grant Funded: YES <u>X</u> NO <u> </u>
Purpose: <u>amendment #6</u>		
Date/Term: <u>11-9-2024</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000	
Department #: <u>1410-547002</u> <u>1410-544620</u> <u>1410-546601</u>	2. <input type="checkbox"/> GREATER THAN \$50,000	
Account #: <u>222</u>	3. <input type="checkbox"/> \$50,000 OR LESS	
Amount: <u>\$85,603.02 + fulfillment</u>		
Department: <u>T00</u>	Dept. Monitor Name: <u>Adams</u>	

Purchasing Review	
Procurement or Contract/Lease requirements are met: <u>DeRita Mason</u>	Date: <u>1-10-24</u>
Purchasing Manager or designee: _____	DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)	
Approved as written: <u>NO Federal Lids</u>	Grant Name: _____
Grants Coordinator: _____	Date: _____
Suzanne Ulloa	

Risk Management Review	
Approved as written: <u>See email attached</u>	Date: <u>1-11-24</u>
Risk Manager or designee: _____	Lydia Garcia

County Attorney Review	
Approved as written: <u>See email attached</u>	Date: <u>1-17-24</u>
County Attorney: _____	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review	
Approved as written: _____	Date: _____

IT Review (if applicable)	
Approved as written: _____	Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, January 17, 2024 3:43 PM
To: Odessa Cooper-Pool; Charlotte Dunworth; DeRita Mason
Cc: Kerry Parsons
Subject: Re: C21-3022-TDD Solo Printing: Amendment 6 for Review

This is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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.

From: Odessa Cooper-Pool
Sent: Thursday, January 11, 2024 4:25:08 PM
To: Charlotte Dunworth; DeRita Mason
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: C21-3022-TDD Solo Printing: Amendment 6 for Review

The added insurance.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

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From: Odessa Cooper-Pool
Sent: Thursday, January 11, 2024 3:22 PM
To: Charlotte Dunworth <cdunworth@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: C21-3022-TDD Solo Printing: Amendment 6 for Review

DeRita Mason

From: Odessa Cooper-Pool
Sent: Thursday, January 11, 2024 3:22 PM
To: Charlotte Dunworth; DeRita Mason
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: C21-3022-TDD Solo Printing: Amendment 6 for Review
Attachments: Solo Amend 6 - cdrev.docx; COI exp 9.29.23.pdf

Good afternoon DeRita,

With the updated insurance, the 6th Amendment for Solo Printing has been reviewed and is approved by Risk Management for insurance purposes.

Contract: C21-3022-TDD

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist | Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



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From: Charlotte Dunworth <cdunworth@myokaloosa.com>
Sent: Thursday, January 11, 2024 2:37 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: C21-3022-TDD Solo Printing: Amendment 6 for Review

Added insurance provision. Please add the requirements doc.

Here's the most recent COI. Will get an updated one.