

**AGREEMENT FOR
LEE COUNTY TOLLS MAIL HOUSE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Cathedral Corporation a New York corporation authorized to do business in the State of Florida, whose address is 632 Ellsworth Road, Rome, NY 13441, and whose federal tax identification number is 14-0576820, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase printing and mail house services for various mailings for Lee County Tolls from the Vendor in connection with "Lee County Tolls Mail House Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP210552MTN on October 15, 2021, (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on December 14, 2021; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications of RFP210552MTN, a photocopy of said section being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP210552MTN, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1), three (3) year period. Upon the mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 County, all public records in possession of Vendor upon termination of this Agreement 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting

party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

County's Representatives:

Name: Marianne W. Gaige
 Title: Chairman & CEO

Names: Roger Desjarlais Mary Tucker
 Titles: County Manager Director of Procurement

			Management
Address:	632 Ellsworth Road Rome, NY 13441	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	315-338-0021	Telephone:	239-533-2221 239-533-8881
Facsimile:	315-338-5874	Facsimile:	239-485-2262 239-485-8383
E-mail:	mgaige@cathedr alcorporation.com	E-Mail:	rdesjarlais@leegov.com mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: *Leslie P. Lloyd*

Print Name: Leslie P. Lloyd

Cathedral Corporation

Signed By: *Marianne W. Gaige*

Print Name: Marianne W. Gaige

Title: Chairman & CEO

Date: 2/2/2022



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Cecil L. Pendergrass*
CHAIR

DATE: 2-15-22

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Linda Doggett*

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *Joseph Adams*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
DETAILED SPECIFICATIONS

MR 01-25-2011

**DETAILED SPECIFICATIONS FOR
RFP FOR LEE COUNTY TOLL FACILITIES PRINTING & MAIL HOUSE SERVICES**

1. **INTRODUCTION & BACKGROUND**
 - 1.1 Lee County Toll Facilities provides electronic and pay-by-plate toll collection on the Cape Coral, Midpoint and Sanibel Toll Facilities. Electronic toll collection is completed with the use of a transponder and a valid account. The pay-by-plate collection is completed through billing for tolls via license plate capture. Lee County's electronic toll collection brand is called LeeWay.

2. **DETAILED SCOPE OF PROJECT, DELIVERABLES, & PROJECT PROVISIONS**
 - 2.1 Lee County (County) seeks to contract with a qualified Vendor to establish a contract for printing and mail house services for semi-annual discount renewal mailings and weekly toll invoice mailings. The services shall include but not limited to: the pre-printing of forms and envelopes; variable data printing and mailing of Toll Facilities' Discount Program Renewal forms, Continuous Renewal postcards, and Toll Due invoices, (including additional inserts as requested); NCOA processing, inserting, sorting, and sealing in final preparation for mailing to the customer. All mailings shall be coded and delivery point bar-coded to ensure the lowest possible postage rates and rapid delivery.
 - 2.2 The Vendor shall ensure all hardware and software is reliable, readily available, easily upgradable, and easily maintained.
 - 2.3 The Vendor shall ensure all the printing, digital variable data, folding, inserting and all mail handling functions occur at one facility. Due to the sensitive nature of the data, there will be NO subcontracting or outsourcing allowed.
 - 2.4 The Vendor shall have the proper hardware and software that allows for sorting mail to obtain the lowest postage rates.
 - 2.5 The Vendor shall use National Change of Address (NCOA) to update the database for each mailing.
 - 2.6 The County's Toll Facilities shall own the data. The Vendor is prohibited from renting, leasing, sharing, or selling the information contained in the data.
 - 2.7 The Vendor shall provide for a digital platform that allows for receipt of requests and review of proofs prior to County order placement. Proofs must be provided within 5 business days unless other notice is given by the County authorized representative.
 - 2.8 The Vendor shall have an agreed upon secure transfer website for data exchange for compliance with Highway Safety Motor Vehicles. Simple File Transfer Protocol (SFTP) is currently the accepted method. The County reserves the right to approve or reject any alternate methods utilized.
 - 2.8.1 A minimum of three secure transfer website accounts is required with the Vendor.
 - 2.9 The Vendor must be able to complete Florida Highway Safety & Motor Vehicle training and acknowledge the following:

- a. All driver license and motor vehicle information available in the data exchange files are confidential in nature. The Vendor shall access, disseminate, use and maintain all information received under these contracts in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and Driver's Privacy Protection Act.
 - b. Have received training and understand the civil and criminal sanctions specified in state and Federal law for unauthorized use of the Florida Highway Safety & Motor Vehicle customer personal data.
- 2.10 Vendor shall inform Tolls IT staff within 60 business days if migrating to new secure site to verify SFTP code and account changes.
- 2.11 The Vendor shall have knowledge of Canadian and international mailing procedures, customs regulations, clearances, and policies, and shall apply this knowledge to fulfill shipments and inquiries from Canada and of other international origin.
- 2.12 Any estimated, averaged, or equivalent quantities listed herein shall be considered informational in nature and shall not impose a minimum order quantity onto the County.
- 2.13 All pre-printed forms, variable data printing and images should be professional looking with crisp, clear printing. The printing should be free from blurriness, faded spots, dark or light lines, smudges. Both laser and inkjet printing at 600DPI or higher will be acceptable.
- 2.14 The Vendor shall provide online document archiving for a 90 day period for all printed/mailed documents.
3. **LEEWAY DISCOUNT PROGRAM RENEWAL PRINTING & MAILINGS**
- 3.1 The Vendor shall complete the discount program renewal jobs during agreed upon dates during the months of March and September.
- 3.2 **FORMS & ENVELOPES**- Discount Program Renewal pre-printing tasks will include the following:
- a. Printing of 4" x 6" 4/4 full color 80# Cougar Natural postcards. Quantities vary from 1,000-2,000 in March to 35,000-40,000 in September.
 - b. Printing of Discount Program lined and unlined renewal forms 2/1 Husky off white 60# 2 color front and 1 color back (PMS 323 and red). Quantities vary from 3,000-5,000 in March to 20,000-25,000 in September.
 - c. Printing of Discount Program renewal forms instructions 2/1 Husky off white 60# 1 color front and 1 color back (PMS 323). Quantities vary from 2,500-4,500 in March to 20,000-30,000 in September.
 - d. Printing of #10 white wove window envelopes (window on left side) with indicia (8 cases) PMS 323. Quantities vary from 3,000-5,000 in March to 15,000-20,000 in September.
- 3.3 **MAIL SERVICES** - Discount Program Mail house Services: The continuous renewal postcard jobs includes an average of 850 postcards in March and 37,000 postcards in September. Discount program renewal forms and instruction insert include an average of 2,300 forms in March and 15,000 forms in September.
- a. The Vendor shall receive the following variable data (but not limited to) for printing on the renewal forms:
 - LeeWay Account Number
 - Name

- Address (as separate fields of: Address, Apt/Suite, City, State, Zip)
 - Telephone (two fields: home and work/alternate phone number)
 - Email address
 - There may be multiple of the following per account.
 - Transponder Number
 - Vehicle information (license plate, make, model, year, color)
 - Discount program code and prices
 - Prepaid account requirement and price
- b. The Vendor shall receive the following variable data (but not limited to) for printing on the postcards.
- LeeWay Account Number
 - Name
 - Address (as separate fields of: Address, Apt/Suite, City, State, Zip)
- 3.4 The Vendor shall provide sample renewal form proofs to verify data accuracy prior to completing the mailing task.
- 3.5 Data shall be sent in an agreed upon industry standard format such as delimited file or database.
- 3.6 The Vendor shall complete renewal mail fulfillment within 48 hours of receipt.

4. TOLL DUE INVOICES PRINTING & MAILINGS

- 4.1 The Vendor shall complete the toll due notice tasks on a weekly basis. Monday is the preferred day of processing with agreed upon alternative days for holidays.
- 4.2 **FORMS & ENVELOPES** - Toll Due Invoices pre-printing tasks will include the following:
- a. Printing of #10 white wove window envelopes 2 color (window left side) with indicia (8 cases) PMS 323 and Red. The County intends to purchase this service multiple times a year in the amount of 250,000 envelopes per order. Vendor shall store envelopes and monitor inventory for adequate ordering. Vendor shall price and bill at a per envelope rate.
- 4.3 **MAIL HOUSE SERVICES**: The Vendor should include in the quote a cost for:
- a. Printing & mailing of single page, one sided, one color notices on Husky off-white 60# Quantities from 15000 and higher per week or 2,000,000 annually. Items b and c below may replace single page, one sided printing.
 - b. Printing & mailing of single page, two sided, one color notices on Husky off-white 60# Quantities from 15000 and higher per week 2,900,000 annually.
 - c. Printing & mailing of multiple page, two sided, one color notices on Husky off-white 60# Quantities from 3,000 and higher per week 700,000 annually.
- 4.4 The software platform for the toll due notice billing is a proprietary custom system that uses IBM Websphere. Data will be sent in an agreed upon industry standard format such as delimited file, csv, zip, and PDF.
- 4.5 The file exchange process for the weekly Toll Due Invoice mailings will be the following.
- a. DOT Tolls IT process uploads Address Update Request file to secure site provided by print vendor using SFTP protocol.
 - b. Print Vendor processes Address Update Request file against USPS address database and places two files on secure site.

- i. Address Accepted Response file
 - ii. Address Rejected Response file
 - c. DOT Tolls IT process downloads Address Accepted and Rejected Response files from secure site provided by print vendor using SFTP protocol
 - d. DOT Tolls IT process to create single and multiple Toll Due Invoices files, these files are uploaded to secure site provided by print vendor using SFTP protocol.
 - e. The Toll Due Invoice files are sent in a .zip format to allow for compression and faster data transfer
 - f. Print Vendor processes single and multiple Toll Due Invoices files by printing and mailing letters to customers of the Lee County DOT Tolls.
- 4.6 The Vendor shall complete mail fulfillment within 48 -54 hours of receipt of the weekly file. There are two parts of the file exchange process for mailing toll due notices.
- a. The first part take two hours with the Vendor receiving the file around 9:00A.M to 9:30A.M. to start the address validation process.
 - b. Once the file is returned from the Vendor, the second part takes approximately three to four hours to generate PDFs. During those 3-4 hours, the system process processes through a set of parameters and builds individual PDFs for each license plate.
 - i) Single PDF can contain multiple bridge crossings for one license plate
 - ii) Multi PDF for one license plate if customer exceeds current count allowed on one pdf
 - c. After the creation of the PDF files is complete the system will take all the individual PDFs and create a zip file to return to the Vendor.
- 4.7 The Vendor shall combine multiples invoices (same name and address) together per mailing. This process needs to be hand matched. Up to 12 pages shall go into a normal #10, 13-34 pages shall go into a 9X12 envelope, and 34 pages in a larger envelope. The weekly multiple letter mailings for the last 12 weeks range between 3,806 and 18,290 with an average of 9,204 per week.

5. **REPORTS**

- 5.1 The Vendor shall provide a Postage Statement for each mailing (detailing postage utilized and number of pieces per rate).

6. **STORAGE**

- 6.1 The Vendor shall provide air-conditioned storage sufficient to store all Lee County Toll Facilities mailing material. The storage space and handling of all collateral shall include but not be limited to, discount program renewal forms and instructions, 250,000 + envelopes inclusive of printed materials. No more the 250,000 envelopes should be printed at one time, in case revisions to the envelope design.

7. **SPECIAL PROJECTS**

- 7.1 Upon authorization by the Toll Facilities Operations Manager, the Vendor shall include but not be restricted to special mailings, disposal, printing jobs, providing labels and special delivery of requested data by the Lee County Tolls. These special projects would have a negotiated price between Lee County and the Vendor.

8. **TOLL FACILITIES PICKUPS AND DELIVERABLES**

- 8.1 Upon request by the Toll Facilities, the Vendor shall coordinate the pickup and delivery of materials that may include but not be limited to envelopes, post cards, and toll due notices, renewal forms, Tolls, when possible shall provide a 24 hour notice of special pickup and deliveries, as needed.

8.2 The Vendor shall coordinate the delivery of mailings that do not meet presorted permit requirements to be delivered for metered postage to the LeeWay Service Center.

9. **POSTAGE**

9.1 Postage shall be paid using Lee County Toll Facilities first class mail permit for first class and first class presorted mailings.

9.2 To ensure the best postage rate, mailings are required to be checked in at the Fort Myers Bulk Mail Entry Unit in Lee County.

End of Detailed Specifications



Procurement Management Department
 2115 Second Floor, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: November 10, 2021

Solicitation No.: RFP210552MTN

Solicitation Name: Lee County Tolls Mail House Services

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: Attachment #1 Samples

2. QUESTIONS/ANSWERS

1.	<p>2.9 The Vendor must be able to complete Florida Highway Safety & Motor Vehicle training.</p> <p>a. All driver license and motor vehicle information available in the data exchange files are confidential in nature. The Vendor shall access, disseminate, use and maintain all information received under these contracts in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and Driver's Privacy Protection Act</p> <p>b. Have received training and understand the civil and criminal sanctions specified in state and Federal law for unauthorized use of the Florida Highway Safety & Motor Vehicle customer personal data.</p> <p>Question: is this a requirement that needs to be met before a response to the RFP?</p>
Answer	No, if the vendor is awarded the contract then the training will be required upon award of the contract and before receiving the data.

2.	<p>2.11 The Vendor shall have knowledge of Canadian and international mailing procedures, customs regulations, clearances, and policies, and shall apply this knowledge to fulfill shipments and inquiries from Canada and of other international origin.</p> <p>Question: Does this requirement pertain to the printing and mailing of documents?</p>
Answer	Yes, it pertains to printing and mailing of documents.

3.	<p>8.1 Upon request by the Toll Facilities, the Vendor shall coordinate the pickup and delivery of materials that may include but not be limited to envelopes, postcards, and toll due notices, renewal forms. Tolls, when possible, shall provide a 24 hour notice of special pickup and deliveries, as needed.</p>
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	<p>Question: Can you be more specific on this requirement 8.1 and 8.2? Does this mean that only vendors that are located near the LeeWay Service Center can participate in this RFP opportunity?</p>
Answer	<p>Some of the printed documents included in the quote are required to be delivered to our local office. Examples would include lined renewal form, renewal instructions, and toll due invoice envelopes.</p>
4.	<p>8.2 The Vendor shall coordinate the delivery of mailings that do not meet presorted permit requirements to be delivered for metered postage to the LeeWay Service Center</p> <p>Question: Can you be more specific on this requirement 8.1 and 8.2? Does this mean that only vendors that are located near the LeeWay Service Center can participate in this RFP opportunity?</p>
Answer	<p>Vendors are not required to be local to submit for this solicitation, but must be able to deliver presorted mail to our local Fort Myers bulk mailing unit post office. Those items that do not meet the presorted requirement need to be delivered to our office to the LeeWay Service Center to be mailed through the Lee County office meter located in Fort Myers.</p>
5.	<p>Is this work currently being outsourced? If so, who is the current vendor and at what cost(s) is Lee County currently paying for these services, not including postage?</p>
Answer	<p>Direct Impressions, Inc. is the current vendor. As stated in general conditions specification 14.3, the County will not reveal estimates or existing costs.</p>
6.	<p>Please clarify the requirement in the Compliance Matrix – Item #8: Vendor’s ability to complete FHSMV training annually. How is this training obtained? Would proof of a current MOU Agreement with the Florida Department of Highway Safety and Motor Vehicle’s be acceptable for this compliance?</p>
Answer	<p>Lee County maintains a signed annual training form for each employee that has access to the data. We have a training presentation available that can satisfy this requirement.</p>
7.	<p>Please clarify the matrix Item #2 Section 1.5 Project Implementation: Ability to provide proofs within 5 business days. Are these proofs of live mailings that have changes, or proofs during testing/implementation?</p>
Answer	<p>Discount program mailings would require proofs be provided within 5 business days of the data being provided to the vendor for every job.</p> <p>Toll due notice proofs would be required during implementation and anytime a change is made to the document or process.</p>
8.	<p>When is the County anticipating to have their first Live mailing with the selected vendor?</p>
Answer	<p>The first mailing on this contract would occur after Board approval of the contract which is estimated in March 2022.</p>
9.	<p>Item 2.11 - What do the shipments and inquiries from Canada entail?</p>

Answer	The vendor would need to run the mailings through address correction/verification software. Prepare mailing by print, fold, insert documents into envelopes and deliver those items (with others not meeting presorted first class requirements) to our office to the LeeWay Service Center to be mailed through the Lee County office meter located in Fort Myers.
10.	Discount Program Renewal Project: Please clarify that the Renewal Postcards a separate mailing or are they included with the other components in the #10 envelope?
Answer	Renewal postcards are a separate mailing from the discount program renewal mailing where the #10 envelope is used.
11.	Section 4, #2 on pricing sheets – why is the volume 900,000 more than the volume in Section 4 Item #1?
Answer	Section 4 – Item #1 represents our current billing process of single one sided invoices. Item #2 represents our future billing process of single two sided invoices where follow up invoices will be mailed.
12.	Section 4, #3 on pricing sheet - Printing and mailing of multiple page option: is the volume of 700,000 the number of total sheets, or the number of total accounts being processed? If this number reflects the # of accounts, How many additional sheets are expected?
Answer	Section 4 #3 on the pricing sheet is the estimated number of total accounts being processed. Since it is part of a new billing process, it is unknown how many additional sheets will be produced.
13.	Section 4.6 Items B and C – please confirm these steps are being managed by Lee County? Is the vendor responsible for any creation of a program/process for these additional steps?
Answer	Items B and C of Section 4.6 are completed by Lee County.
14.	Postage Item 9.2: Mailings are required to be checked in at the Fort Myers BMEU – is the County open to utilizing the Mail Anywhere program, which allows mail to be dropped at any BMEU regardless of where the permit is located? The postage rate would not be affected. Please clarify whether dropping mail directly at the local Fort Myers BMEU is an absolute mandatory.
Answer	It is mandatory to drop our mailing at the local Fort Myers Bulk Entry Mailing Unit. The majority of our mail goes to Lee, Charlotte and Collier County residents. Using Mail Anywhere program and mailing from another location will delay customers receiving mailings.
15.	Is the County looking for individual PDF files to be returned back weekly, or would this be included with the archival for the County to access?
Answer	Currently the Vendor stores the processed files (mail address verification and single/multi TDN files) on their secure file transfer site. We retain those same files on our side as well for backup purposes.
16.	Do you have any samples of your current forms and envelopes you can provide?
Answer	Yes, please see Attachment #1
17.	What are the window specs for the #10 envelope?
Answer	Standard #10 window on left side.

18.	When will responses to questions be posted? Based on the amount of feedback and time, would the County be open to extending the deadline so there is sufficient time to evaluate all feedback?
Answer:	Questions are answered as of the date of this addendum. Proposers have sufficient time to review and adjust their proposals without an extension at this time. Any future deadline extension will be processed as a subsequent addendum.

19.	The paper described in 3.2 for example 80# Cougar Natural postcards and 2/1 Husky off white 60#. can the paper be a similar weight? Is the color an off white? If so is white acceptable?
Answer:	The paper weights should remain the same. The postcards need to be a cream color. The renewal forms and instructions can be printed on white vs off white.

20.	What does indicia (8 cases) mean?
Answer:	The 8 cases is referring to the 20,000 for renewal envelopes. There are 2500 per case.

21.	To ensure the best postage rate, mailings are required to be checked in at the Fort Myers Bulk Mail Entry Unit in Lee County? The USPS provides vendors that print and mail a standard rate for Commercial First Class based on the zip code as well as the number of pieces and how they qualify. These rates are published in the Domestic Mail Manual under this link https://pe.usps.com/text/dmm300/Notice123.htm#_c037 . Each vendor has their own BMEU and all the rates are under the same requirements. With this being said, does the vendor have to deliver the mail to the Fort Myers BMEU from their facility?
Answer:	It is mandatory to drop our mailing at the local Fort Myers Bulk Entry Mailing Unit. The majority of our mail goes to Lee, Charlotte and Collier County residents. Mailing from another Bulk Mailing Entry Unit location will delay customers receiving mailings.

22.	What is the reason for going out to bid at this time?
Answer:	The switch to entirely electronic tolling increased the volume past the threshold requiring a competitive procurement.

23.	Are there any service or performance related issues with the current vendor?
Answer:	No, there are no service related issues.

24.	Is Lee County looking for something specific the current vendor does not provide?
Answer:	No

25.	From the RFP it appears that Toll notices mail 780,000 to 2.9 million annually, which is a broad range – is it possible for the County to provide actual production totals from the year 2020 for all projects?
Answer:	We anticipate changing the invoicing process mid-contract. Under section 4.3 we indicated the printing & mailing of single page, one sided, one color notices with the annual quantity of 2,000,000. With a new invoicing process, we indicated the printing & mailing single page, two sided, one

	color printing with estimated quantities of 2,900,000 annually and multiple page, two sided, one color printing with estimated quantities of 700,000 annually.
26.	May we recommend industry standard #10 double window envelopes and #9 window reply envelopes for this project? They eliminate the need for imprinting since the city logo with return address and remit address show through their respective windows. Not only is this the most cost efficient and effective solution, it also allows for same-day disaster recovery since these envelopes are pre-staged at all 4 of our production facilities in FL, TX, IL and CA.
Answer	Recommendations are welcome, but all decisions remain at the discretion of the County. Please include pricing as specified in the solicitation.
27.	What is the desired implementation timeline for this project?
Answer	Please see the answer to question 8.
28.	Who is the current vendor providing this service to Lee County
Answer	Direct Impressions, Inc.
29.	What is the current cost for each component of this project – postcards, renewals, toll notices, etc.?
Answer	As stated in general conditions specification 14.3, the County will not reveal estimates or existing costs.
30.	Given the inflationary nature of the economy, especially with regards to raw materials and labor, does the County allow for CPI increases annually at the time of renewal?
Answer	Please refer to general conditions specification 12.3 regarding price increases during the term of the contract/renewals.
31.	Does the County require or prefer the awarded vendor have a primary facility based in Lee County, FL with backup facilities located out of state in a geographically diverse manner?
Answer	No, there is no requirement for a local Vendor. However, the Vendor must meet all proposal specifications including the pickup and delivery for mailings that do not meet presorted permit requirements to the LeeWay Service Center within a timely manner.
32.	Is it possible to obtain a copy of the outgoing #10 envelope, any reply envelopes, renewals forms, toll invoices and postcards currently being produced?
Answer	See Attachment #1
33.	Lee County indicates that the annual spend for this project is approximately \$330,000 annually – does this figure include postage or is that treated as a separate cost?
Answer	The estimated annual spend does not include postage. Postage shall be paid using Lee County Toll Facilities first class mail permit for first class and first class presorted mailings.

34.	Will the awarded vendor be required to sign an MOU with the Department of Florida Highway Safety & Motor Vehicles prior to award?
Answer	No, the Vendor would need to follow Highway Safety & Motor Vehicle data security protocols and complete annual training.
35.	Does the County require or prefer the awarded vendor to have same-day disaster recovery in order to avoid service interruptions?
Answer	It is not required. However the Vendor would need to continue to meet the mail fulfillment requirement within 48 - 54 hours of the receipt of the weekly file for the start of address validation.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Michael Nevarez
 Mike Nevarez
 Procurement Analyst Direct Line: 239-533-8853
 Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

Toll Facilities Mail House Services

SECTION 1: LeeWay Discount Program Renewal Mailings Forms and Envelopes Printing

Item	Description	Unit of Measure	Unit Price
1	4"x 6" 4/4 full color 80# Cougar Natural postcards	EA	\$ 0.03500
2	Discount Program unlined renewal forms 2/1 Husky off white 60# 2 color front and 1 color back (PMS 323 and Red) Used for Mail House Services.	EA	\$ 0.02500
3	Discount Program lined renewal forms 2/1 Husky off white 60# 2 color front and 1 color back (PMS 323 and Red) Used in office	EA	\$ 0.02500
4	Discount Program renewal forms instructions 2/1 Husky off white 60# 1 color front and 1 color back (PMS 323)	EA	\$ 0.02500
5	#10 white wove window envelopes (window on left side) with indicia (8 cases) PMS 323	EA	\$ 0.05510

SECTION 2: Mail House Services for Renewal -Receiving and prepping variable data, NCOA lookup, printing, folding, inserting (when needed), sorting for best postage rate, delivery to post office and postage statement. (semi-annual job)

Item	Description	Unit of Measure	Unit Price
1	Continuous renewal postcards	EA	\$ 0.01900
2	Renewal forms and instructions	EA	\$ 0.03400

SECTION 3: Toll Due Notices Printing and Mailings Forms and Envelopes

Item	Description	Unit of Measure	Unit Price
1	#10 white wove window envelopes 2 color (window left side) with indicia PMS 323 and Red. Vendor shall price and bill at a per envelope rate. We expect envelopes to be printed in batches of 250,000 or less.	EA	\$ 0.02534

SECTION 4: Mail House Services for Toll Due Notices -Receiving and prepping variable data, NCOA lookup, printing from individual PDFs, folding, inserting, separating and packaging multiples, sorting for best postage rate, deliver to post office, and postage statement (weekly job)

Item	Description	Unit of Measure	Unit Price
1	Single page, one sided, one color notices on Husky off-white 60#	EA	\$ 0.05376
2	Single page, two sided, one color notices on Husky off-white 60#	EA	\$ 0.06108
3	Multiple page, two sided, one color notices on Husky off-white 60#	EA	\$ 0.04676

EXHIBIT C
INSURANCE REQUIREMENTS



**Lee County Insurance Requirements
including Professional Liability**

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

\$1,000,000 per occurrence

"The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 2-2-2022 Signature: Marianne W. Gargic
STATE OF new York Name/Title: Marianne W. Gargic
COUNTY OF oneida Chairman CEO

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2nd day of February, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: personally known.

[Stamp/seal required] Signature, Notary Public: Leslie P. Lloyd

LESLIE P. LLOYD
Notary Public, State Of New York
No. 01LL6095490
Qualified in Oneida County
Commission Expires July 14, 2023