

B250220KLB  
Lee County Toll Facilities – Mail House Services  
Direct Impressions, Inc.

E1 Contract # N/A

## **AGREEMENT FOR LEE COUNTY TOLL FACILITIES 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 Direct Impressions, Inc., a Florida corporation whose address is 1335 Miramar Street, Cape Coral, FL 33904, and whose federal tax identification number is 59-3127181, 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 Toll Facilities – Mail House Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B250220KLB on August 26, 2025 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on October 3, 2025; 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 Section of B250220KLB a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B250220KLB, 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.

### **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1) three (3) year period. Upon 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 term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be November 20, 2025.

- 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](mailto: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. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. 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 XII.

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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Direct Impressions, Inc.  
 Title: Steven Delaney  
 Address: 1335 Miramar St.  
Cape Coral, FL 33904  
 Telephone: (239) 691-6035  
 Facsimile: \_\_\_\_\_  
 Email: [steve@directimpressions.com](mailto:steve@directimpressions.com)

County's Representative

Name: Mary Tucker  
 Title: Procurement  
Management Director  
 Address: P.O. Box 398  
Fort Myers, FL 33902  
 Telephone: (239) 533-8881  
 Facsimile: (239) 485-8383  
 Email: [mtucker@leegov.com](mailto: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. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. 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: \_\_\_\_\_

Print Name: \_\_\_\_\_



Jan Panu

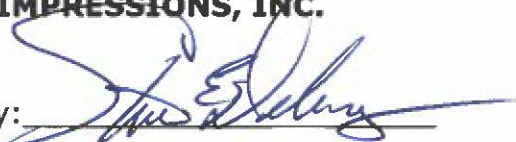
**DIRECT IMPRESSIONS, INC.**

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



STEVE DELANEY

PRESIDENT

10/8/2025

**LEE COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

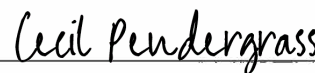
Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by:



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Cecil Pendergrass

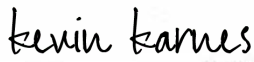
County Commissioner

11/24/2025 | 11:16 AM EST

**ATTEST:  
CLERK OF THE CIRCUIT COURT**

BY: \_\_\_\_\_

Signed by:



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DEPUTY CLERK

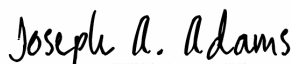
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SEAL

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

BY: \_\_\_\_\_

Signed by:



OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A**

### **DETAILED SPECIFICATIONS**

#### DETAILED SPECIFICATIONS

##### **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. The Lee County Board of County Commissioner's 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); National Change of Address (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 use National Change of Address (NCOA) to update the database for each mailing.
- 2.4. 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.
- 2.5. The Vendor shall provide for a digital platform that allows for receipt of requests and review of proofs prior to County order placement. The proofs must be provided within 5 business days unless other notice is given by the County authorized representative.
  - 2.5.1. Proofs will be required for each semi-annual discount program job from live data.
  - 2.5.2. Proofs will be required for the initial toll due invoice job and subsequently if any changes are made to the document or process.
- 2.6. 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.
  - 2.6.1. A minimum of three secure transfer website accounts is required with the Vendor.
- 2.7. The Vendor and Vendor staff participating in this project must complete the Florida Highway Safety & Motor Vehicle training within the first thirty (30) days of project implementation.
  - 2.7.1. Two (2) separate internal training courses are required and will be provided to the Vendor and Vendor staff:
    - Information and Cyber Security Awareness for External Entities
    - Protecting Highway Safety Motor Vehicles (HSMV) Customer Information

- 2.7.2. The training courses will enhance understanding of the civil and criminal sanctions specified in state and Federal law for unauthorized use of the Florida Highway Safety & Motor Vehicle customer personal data.
- 2.7.3. The Vendor must provide the completed training forms / certifications to the County authorized representative upon completion of training and prior to the start of project implementation.
- 2.7.4. 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 this Agreement in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and Driver's Privacy Protection Act.
- 2.8. The Vendor shall inform Tolls IT staff within **60** business days if migrating to a new secure site to verify SFTP code and account changes.
- 2.9. As it pertains to printing and mailing of documents, 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. The Vendor shall provide online document archiving for a 90-day period for all printed/mailed documents.

#### **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. The Vendor is responsible for any routine set up and/or development costs for semi-annual renewal printing and mailing jobs.
- 3.2. **LeeWay Discount Program Renewal Mailings Forms and Envelopes Printing - Discount Program Renewal pre-printing tasks will include the following:**
  - a. Printing of 4.25"x 6" 4/4 blank 90# Husky Roll Stock postcards – tinted natural. Quantities vary from 30,000 - 35,000.
  - b. Printing of Discount Program unlined renewal forms 2/1 Husky off white 60# 2 color front and 1 color back (PMS 323 and Red) (Includes paper and imaging only). Quantities vary from 15,000-20,000.
  - c. Printing of Discount Program lined renewal forms 2/1 Husky off white 60# 2 color front and 1 color back (PMS 323 and red) (Includes paper and imaging only). Quantities vary from 2,000-4,000.

- d. Printing of Discount Program renewal forms instructions 2/1 Husky off white 60# 1 color front and 1 color back (PMS 323) (Includes paper and imaging only – for Mail House Services and in-house use). Quantities vary from 20,000—25,000.
- e. Printing of #10 white wove window envelopes (window on left side) with indicia (8 cases) PMS 323. Quantities vary from 15,000-20,000.

#### 4. **MAIL HOUSE SERVICES FOR RENEWAL**

4.1. 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

4.2. 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)

4.3. The Vendor shall provide sample renewal form proofs to verify data accuracy prior to completing the mailing task.

4.4. Data shall be sent in an agreed upon industry standard format such as delimited file or database.

4.5. The Vendor shall complete renewal mail fulfillment within 48 hours of receipt.

4.6. The Vendor shall provide PDF copies of April and October LeeWay discount program renewal forms, populated with the customer variable data that were mailed to customers. The PDF's shall be saved individually by LeeWay account number for easy reference.

4.7. **Discount Program Mail House Services tasks will include the following:**

- a. Continuous renewal postcard jobs include an average of 1000 postcards in March and 35,000 postcards in September.
- b. Discount program renewal forms and instruction insert include an average of 2,300 forms in March and 15,000 forms in September.
- c. Generation of Discount Program Renewal Forms in PDFs in April and October which is an estimated average of 18,000.



## 5. TOLL DUE INVOICES PRINTING & MAILINGS

- 5.1. The Vendor shall complete the toll due invoice tasks on a weekly basis. There will be at a minimum 3 files for invoice 1, invoice 2 and invoice 3 weekly. Monday and Tuesday are the preferred day of processing with agreed upon alternative days for holidays.
  - a. Invoice 1 starts and finishes on Mondays.
  - b. Invoice 2 starts and finishes on Tuesdays.
  - c. Invoice 3 starts on Monday and finishes on Tuesday. There is a registration stop process where Lee County DOT Tolls completes a file exchange with Florida Highway Safety and Motor Vehicles causing invoice 3 to span two days.
- 5.2. 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.
- 5.3. 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 Vendor using SFTP protocol.
  - b. Vendor processes Address Update Request file against USPS address database and places two files on secure site.
    - Address Accepted Response file
    - Address Rejected Response file
  - c. DOT Tolls IT process downloads Address Accepted and Rejected Response files from secure site provided by 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 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. Vendor processes single and multiple Toll Due Invoices files by printing and mailing letters to customers of the Lee County DOT Tolls.
- 5.4. 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 takes 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 processes through a set of parameters and builds individual PDFs for each license plate.



- Single PDF can contain multiple bridge crossings for one license plate
  - 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.
- 5.5. The Vendor shall combine multiples invoices (same name and address) together per mailing. This process needs to be hand matched. Up to 9 pages shall go into a normal #10, 10-34 pages shall go into a 9 X 12 envelope, and 34 pages in a larger envelope. The weekly multiple letter mailings for the last 12 weeks range between 800 and 5,200, with an average of 2,700 per week.
- 5.6. Upon request, the Vendor shall print and insert an informational sheet with the Toll Due Invoice Mailings for 8-12 weeks of weekly invoices on an as-needed basis. The insert should be: One-sided, one color, white paper, Bucksip (1/3 size of an 8.5 x 11" sheet) in 100,000 quantities.
- 5.7. **Forms & Envelopes** - Toll Due Invoices pre-printing tasks shall include the following:
- a. Printing of #10 white wove window envelopes 2 color (window left side) with indicia PMS 323 and Red.
  - b. The County intends to purchase this service multiple times a year in the amount of 250,000 envelopes per order.
  - c. Vendor shall store envelopes and monitor inventory for adequate ordering.
  - d. Vendor shall price and bill at a per envelope rate.
- 5.8. **Mail House Services for Toll Due Notices:** Mail House Services tasks shall include the following:
- a. Printing & mailing of single page, two-sided, one-color notices on Husky off-white 60#. Quantities vary from 30,000 per week to 1,900,000 annually.
  - b. Printing & mailing of multiple pages, two-sided, one-color notices on Husky off-white 60#. Quantities vary from 3,000 per week to 250,000 annually.

**SUBCONTRACTING/OUTSOURCING**

- 6.1. Due to the sensitive nature of the data, there will be NO subcontracting or outsourcing allowed. The Vendor shall ensure all the printing, digital variable data, folding, inserting and all mail handling functions occur at one facility.
- 6.2. Vendor may engage subcontractors or third-party service providers to assist with the sorting and metering of completed envelopes to ensure the most cost-effective postage rates.

**7. REPORTS**

7.1. The Vendor shall provide via email to a County authorized representative a monthly Postage Statement for each mailing (detailing postage utilized and number of pieces per rate) not later than the last day of the following month.

**8. STORAGE**

8.1. The Vendor shall provide sufficient air-conditioned storage to store all Lee County Toll Facilities mailing materials. 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.

**9. SPECIAL PROJECTS**

9.1. Upon authorization by the Toll Facilities Operations Manager, the Vendor shall not be restricted to performing special projects such as special mailings, disposal, printing jobs, providing labels and special delivery of requested data by the Lee County Tolls.

**10. TOLL FACILITIES PICKUPS AND DELIVERABLES**

10.1. 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. The Tolls Facility, when possible shall provide a 24-hour notice of special pickup and deliveries, as needed. If Vendor chooses to ship or use a third-party carrier, Vendor will be responsible for any and all costs associated with shipping.

10.2. 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.

10.3. Pickup and Deliveries shall not be billed separately and shall be included in all unit pricing as listed on the line item pricing.

**11. POSTAGE**

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

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

**12. MAILINGS**

12.1. All mailings shall be mailed out of the USPS Mail Processing Center, 14080 Jetport Loop, Fort Myers, FL 33913.

**13. PROJECT IMPLEMENTATION & SOFTWARE REVISIONS**

- 13.1. The Vendor shall be able to implement the project within 90 days of award, unless other notice is given by the County authorized representative.
- 13.2. The Vendor shall be able to make revisions, enhancements, and/or corrections to processing, reporting or other output software within 45 days.

**14. PROJECT TEAM**

- 14.1. The Vendor shall provide contact information for all individuals who would be directly handling and managing this account, including name, title, and account responsibility.
- 14.2. The Vendor shall respond to the County concerning processing issues within 48 hours.

**End of Detailed Specifications**

## EXHIBIT B

### FEE SCHEDULE

<b>B250220KLB - Toll Facilities Mail House Services</b>			
<b>LeeWay Discount Program Renewal Mailings Forms and Envelopes Printing</b>			
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
1	4.25"x 6" Blank 90# Husky Roll Stock postcards - tinted natural	EA	\$0.034
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. (includes paper and imaging only)	EA	\$0.045
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 (includes paper and imaging only)	EA	\$0.045
4	Discount Program renewal forms instructions 2/1 Husky off white 60# 1 color front and 1 color back (PMS 323) (includes paper and imaging only - for Mail House Services and in-house use)	EA	\$0.045
5	#10 white wove window envelopes (window on left side) with indicia (8 cases) PMS 323	EA	\$0.055
<b>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)</b>			
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
1	Continuous renewal postcards	EA	\$0.020
2	Renewal forms and instructions	EA	\$0.050
3	Generation of Discount Program Renewal Forms in PDFs in April and October, charged by the thousand of PDF's per page.	EA	\$0.000
<b>Toll Due Notices Printing and Mailings Forms and Envelopes</b>			
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
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 more.)	EA	\$0.037
<b>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)</b>			
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
1	Single page, two sided, one color notices on Husky off-white 60#	EA	\$0.079
2	Multiple page, two sided, one color notices on Husky off-white 60#	EA	\$0.065
3	Delivery Fee to 14080 Jetport Loop, Fort Myers, FL 33913	EA	\$0.00
<b>Special Projects Pricing - NOT INCLUDED IN PROJECT TOTAL</b>			
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
1	Informational sheet within the Toll Due Invoice Mailings for 8 – 12 weeks of weekly invoices on an as needed basis. The insert should be: One sided, one color, white paper, Bucksip (1/3 size of an 8.5 x 11" sheet) in 100,000 quantities	EA	\$0.010
2	Inserting fee	Per 1,000 Inserts	\$0.009
3	Special programming outside of original scope	Hour	\$0.000

## EXHIBIT C

### INSURANCE REQUIREMENTS



#### Lee County Insurance Requirements

**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); or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
- 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

***\*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."***



## Lee County Insurance Requirements

### **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. **Under the Description of Operations, the following must read as listed:**

*"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."*

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida  
P.O. Box 398  
Fort Myers, Florida 33902

### **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 ensure 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: 10/8/2025

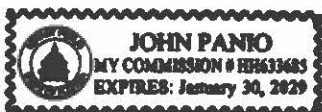
STATE OF FLORIDA  
COUNTY OF LEE

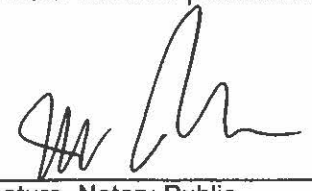
  
Signature  
STEVE DELANEY / PRESIDENT  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8th day of OCTOBER, 2025, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification:

Type of Identification

[Stamp/seal required]



  
Signature, Notary Public  
JOHN PANIO