



CONTRACT NO. 22-742
For
On-Call Bottled Water Service

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Lipsy Logistics Worldwide, LLC** (hereinafter "Contractor") to supply **On-Call Bottled Water Services** to the County pursuant to County Bid number 22-742 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/27/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Exhibit D – Contracts under Federal Awards, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet, Attachment 4 – Drug Free Workplace, Attachment 5 – Byrd Anti-Lobbying, Attachment 6 – Certification of Debarment and Suspension

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract:
Insurance Certificate

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 6/1/2022 through 5/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 6/1/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: On-Call Bottled Water Service

04/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

N/A

ADDITIONAL INFORMATION

Bid Opening is extended to May 5, 2022, at 3:00 PM Eastern

ACKNOWLEDGEMENT

Firm Name: Lipsey Logistics

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Elam*

Date: 5/2/2022

Print Name: Richard Elam

Title: Director, Business Development

Primary E-mail Address: relam@lipseylogistics.com

Secondary E-mail Address: mcansoneri@lipseylogistics.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: On-Call Bottled Water Service

04/20/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Our company has a Boxed Water product, similar concept to a milk carton of water. Before going through the process of putting together a proposal I'd like to know if a boxed water would even be entertained for this RFP?

R1. Yes. Please refer to General Terms and Conditions pertaining to Purchase of other items. Please provided any published documentation materials for the exception item for review.

ADDITIONAL INFORMATION

Vendor X has been accepted as an approved manufacturer.

ACKNOWLEDGEMENT

Firm Name: Lipsey Trucking

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Elam*

Date: 4/27/2022

Print Name: Richard Elam

Title: Director, Business Development

Primary E-mail Address: relam@lipseylogistics.com

Secondary E-mail Address: mcansoneri@lipseylogistics.com

ON-CALL BOTTLED WATER SERVICES

Contractor shall provide bottled water on an as-needed basis to Lake County in accordance with its emergency event management plan, applicable regulations of the Federal Emergency Management Agency (FEMA), and in conjunction with the County's needs. This is an indefinite quantity contract with no expenditure guarantee.

Purchases may be supported in whole or in part by Federal and State funding. Contracts must meet rules for all Federal grants, including but not limited to as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 or most current version in order to be eligible for reimbursement under the Public Assistance Program. All such clauses must be considered and treated as "flow-down" clauses that must be considered applicable to any prime contract and any subcontract associated with performance under the Contract.

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 1.1. Contact the County Project Manager, at a minimum, 24 hours prior to an emergency event or immediately upon the occurrence of a major disaster event within Lake County in which there is no advance notification/warning.
- 1.2. Be capable of delivery operations on a twenty-four (24) hour, seven (7) days a week basis.
- 1.3. Deliver bottled water within twenty-four (24) hours from the time notified by the County Project Manager.
- 1.4. Submit invoices electronically within seven (7) calendar days of delivery.
- 1.5. Assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA, and other applicable agencies for disaster recovery.
- 1.6. Meet the minimum level of service commitments. Failure to do so will result in the issuance of a Performance Remedy Notification from the County. Once this date and time stamped notification is issued, Contractor will have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor.

2. SCOPE OF WORK

- 2.1. Water bottles shall be sized from 8oz to no more than 18oz
- 2.2. Cases of bottles shall be in 12 to 48 bottle packaging
- 2.3. Cases shall be placed on pallets for delivery.
 - 2.3.1. Pallets will not be returned.

3. COUNTY RESPONSIBILITIES

- 3.1. The County will appoint a Project Manager for any event and the Project Manager will be

EXHIBIT A – SCOPE OF SERVICES
ON-CALL BOTTLED WATER SERVICES

22-742

the lead County representative.

3.2. County shall place orders as soon as the need is known.

3.3. Pay bills as per Florida Statute.

3.4. Be available for deliveries.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE

4.1. No additional fees shall be charged for delivery.

4.2. Deliver to:

4.2.1. Public Safety Support
20415 Independence Blvd.
Groveland, FL 34736

4.2.2. Emergency Operations Center
425 W. Alfred Street
Tavares, FL 32778

4.2.3. Facilities Warehouse
32400 County Road 473
Leesburg, FL 34788

4.2.4. Other locations within the County limits

4.3. The County reserves the right to arrange for pickup at Contractor's site.

[The remainder of this page intentionally left blank]

Lipse Logistics acknowledges all contractor requirements and responsibilities contained within Exhibit A Scope of Services



Richard Elam
Director, Business Development

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

Lipsey Logistics acknowledges all contractor requirements and responsibilities contained within Exhibit B Insurance Requirements.



Richard Elam
Director, Business Development

Additional Contract Provisions for Contracts Under Federal Awards

In addition to other provisions required by the County, all contracts made by the County under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000

Additional Contract Provisions for Contracts Under Federal Awards

must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(I) Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Additional Contract Provisions for Contracts Under Federal Awards

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(J) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the County should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[The remainder of this page is intentionally blank.]

Lipsey Logistics acknowledges all contractor requirements and responsibilities contained within Exhibit D
Additional Contract Provisions for Contracts Under Federal Awards



Richard Elam
Director, Business Development

The undersigned hereby declares that: Lipsey Logistics has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **ON-CALL BOTTLED WATER SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT:

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT:

The Contractor shall email the County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Richard Elam

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

By submission of this document, I certify that neither the Firm or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

8.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number [Click or tap here to enter text.](#) and enter effective date [Click or tap to enter a date.](#) to date [Click or tap to enter a date.](#)

9.0 FEDERAL FUNDING REQUIREMENT:

8.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

8.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): ZMMVAYNTXQL3

10.0 RECIPROCAL VENDOR PREFERENCE:

N/A

11.0 GENERAL VENDOR INFORMATION:

Firm Name: Lipsey Logistics

Street Address: 5600 Brainerd Rd, Ste E-2

City: Chattanooga State and ZIP Code: TN 37411

Mailing Address (if different): PO Box 8067, Chattanooga, TN 37414

Telephone: (423) 475-6468 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 51-0542306

DUNS Number: 832589563

12.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Elam*

Date: 4/27/2022

Print Name: Richard Elam

Title: Director, Business Development

Primary E-mail Address: relam@lipseylogistics.com

Secondary E-mail Address: mcanzoneri@lipseylogistics.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]



5600 Brainerd Road, Ste E-2
Chattanooga, TN 37411
www.lipseylogistics.com
(423) 475-6468

Memorandum for Lake County, FL Contracting Official

RE: Lake County Invitation to Bid #22-742

As per the instruction contained in paragraph 6.0 of ITB #22-742 this memorandum serves as notification that the below named individual is legally authorized to submit bid responses on behalf of Lipsey Logistics Worldwide, LLC.

Name: Richard E. Elam
Title: Director, Business Development
Email: relam@lipseylogistics.com

Best regards,

A handwritten signature in blue ink, appearing to read 'Joe Lipsey', is written over a horizontal line.

Joseph Lipsey III
President, Lipsey Logistics Worldwide, LLC
5600 Brainerd Rd, Ste E-2
Chattanooga, TN 37411

*Lipsey Logisitcs***SAVE AND SUBMIT AS AN EXCEL FILE**

The Contractor will furnish all labor, materials, transportation, and equipment necessary to provide services to County. Services will be performed in accordance with the specifications listed and implied. Actuals are unknown and are estimated for

Alterations to locked cells may result in disqualification of submission.

ITEM #	ITEM DESCRIPTION		SIZE	TOTAL COST
1	Small Water Bottle	(size in ounces)	8 oz	\$0.58
2	Large Water Bottle	(size in ounces)	16.9 oz	\$0.62
3	Case pack (Small Water Bottles)	(size in units)	80	\$10.93
4	Case pack (Large Water Bottles)	(size in units)	24	\$6.57
5	Pallet Size (Small Water Bottles)	(size in cases)	48 cases	\$525.00
6	Pallet Size (Large Water Bottles)	(size in cases)	84 cases	\$552.63

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	4.26%
Which does the firm use: Diesel fuel or Gasoline?	Diesel
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	12.23%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed	73.51%

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that my firm:

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

[Signature]
Authorized Signature

Lipsey Trucking LLC
Company Name

State of: Tennessee

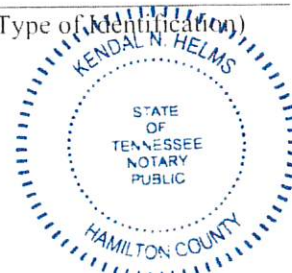
County of: Hamilton

Sworn to and subscribed before me this 28th day of April, 20 22

Personally known ☒ or Produced Identification _____
(Specify Type of Identification)

[Signature]
Signature of Notary

My Commission Expires: 4/13/2025



This document must be completed and returned with your Submittal. Inability or refusal to sign this document will deem your offer non-responsive.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies to the best of one's knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Please check the appropriate box:

☒ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this 27th day of April 2022, 2021

By: Richard E. Elam
(Type or Print Name)

Director, Business Development
(Title of Executing Official)


(Signature of Executing Official)

Lipse Logistics
(Name of Organization/Applicant)

CERTIFICATION DEBARMENT AND SUSPENSION**THE QUOTER HEREBY CERTIFIES THAT:**

- a. The resulting contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such, the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The vendor must comply with 2 C.F.R. 180 subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the bidder did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: *Lipsey Logistics***ADDRESS:** 5600 Brainerd Rd, Ste E-2**CITY:** Chattanooga**STATE & ZipCode:** TN 37411**COMPANY'S AUTHORIZED OFFICIAL:**

SIGNATURE: _____

**Printed Name:** Richard Elam**Title:** Director, Business Development**Date:** 4/27/2022