

**CONTRACT FOR PRE-FABRICATED MODULAR OFFICE BUILDING  
FOR THE SOLID WASTE DEPARTMENT**

THIS CONTRACT entered into on April 10, 2023, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a **political subdivision of the State of Florida**, hereinafter referred to as the “County”, and **Vesta Housing Solutions LLC dba Vesta Modular**, located at 1000 Town Center, Suite 975, Southfield, MI., 48075, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County received bids for the construction and delivery of a new pre-fabricated modular office building on November 9, 2022 at 10:00 am; and

**WHEREAS**, the Director of Public Works has determined that the Vendor was the most responsive and responsible bidder. A copy of the Vendor’s Response Price Sheet is attached hereto as Attachment “A” and made a part hereof.

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

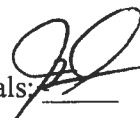
**SECTION 1. Description of Services and/or Materials to be Provided**

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment “B”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

**SECTION 2. Receiving/Payment/Invoicing**

The Vendor shall be compensated an amount not to exceed \$152,415.00. **No payment will be made for services and/or materials without proper County authorization and approval.** The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) and [jkirkland@nassaucountyfl.com](mailto:jkirkland@nassaucountyfl.com) Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the

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quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

**SECTION 3. Acceptance of Services and/or Materials**

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

**SECTION 4. Firm Prices**

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.


**SECTION 5. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 6. Expenses**

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses

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and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

**SECTION 7. Taxes and Liens**

The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor will refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the County Manager.

The Vendor acknowledges that property being improved that is titled to the County, is not subject to lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 8. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**SECTION 9. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.


**SECTION 10. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 11. Assignment & Subcontracting**

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary

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qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor must provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendors agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 12. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 13. Termination for Default, Fraud or Willful Misconduct**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

**SECTION 14. Termination for Convenience**

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The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

**SECTION 15. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay the Vendor believes is excusable under this paragraph, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any

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kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (with out recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 16. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County’s or the Clerk’s cost, upon five (5) days’ written notice.

**SECTION 17. Vendor Responsibilities**

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*.

**SECTION 18. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a “First Priority” basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

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**SECTION 19. Period of Contract/Option to Extend or Renew**

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate within six (6) months thereafter. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 20. Probationary Period**

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 21. Independent Vendor Status**

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 22. Indemnification and Insurance**

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit "1" and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

**SECTION 23. Dispute Resolution**

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The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 24. E-Verify System**

The Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

The Vendor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

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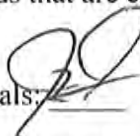
Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to F.S. 448.095(2)(c), the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 25. Public Records**

The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt

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or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**SECTION 26. Request for Records; Noncompliance**

A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**SECTION 27. Civil Action**

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

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A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions**

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Entire Agreement**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

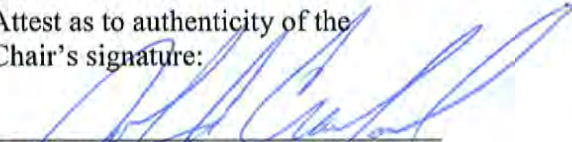
  
\_\_\_\_\_

By: KLYNT FARMER

Its: Chairman

Date: April 10, 2023

Attest as to authenticity of the  
Chair's signature:

  
\_\_\_\_\_

JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

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\_\_\_\_\_

Contract No.: CM3358

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May  
DENISE C. MAY

VESTA HOUSING SOLUTIONS, LLC dba  
VESTA MODULAR

Fadi Zari

By: Fadi Zari

Its: VP of Pre-Construction

Date: 3/15/2023

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Attachment "A"



## INVITATION TO BID

### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> Solid Waste Modular Office Building	<b>Issue Date:</b> October 26, 2022
<b>Solicitation Number:</b> NC22-043-ITB	<b>Project/Contract Duration:</b> 120 days after contract execution
<b>Requesting Department:</b> Facilities Maintenance Department	<b>Procurement Contact:</b> Evelyn Burton
<b>Contact Address:</b> 45195 Musslewhite Rd Callahan, Florida 32011	<b>Contact Information:</b> <a href="mailto:eburton@nassaucountyfl.com">eburton@nassaucountyfl.com</a> <a href="mailto:procurement@nassaucountyfl.com">procurement@nassaucountyfl.com</a>
<b>Bid Due Date and Opening Date/Time:</b> <span style="background-color: #00aaff; color: white; padding: 2px;">Wednesday, November 9, 2022 @ 10:00 AM EST</span>	
<b>Pre-Bid Date/Time:</b> N/A	<b>Deadline for Questions:</b> Wednesday, November 2, 2022 @ 4:00 PM EST
<b>Location of Bid Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b> Vesta Housing Solutions, LLC		
<b>Business Address:</b> 1000 Town Center Suite 975 Southfield, MI 48075		
<b>Phone Number:</b> 817-663-8527	<b>Email:</b> fzari@vestamodular.com	<b>FL License Number:</b> CGC1506633
<b>Authorized Signature:</b> 		<b>Date:</b> 11/8/22
<b>Printed Name of Signer:</b> Daniel McMurtrie		<b>Title:</b> CEO

#### General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR BID)**

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## SECTION A. INTRODUCTION AND GENERAL INFORMATION

### A1. Summary:

Nassau County is seeking a vendor to construct and deliver a new prefabricated modular office building approximately 25'x57'. The building will have three (3) offices, two (2) restrooms, kitchen/breakroom and an open area for meetings. The office building will be delivered to 46026 Landfill Rd., Callahan, FL 32011.

## SECTION B. INSTRUCTIONS TO BIDDERS

- B1.** Bidders are expected to carefully examine these solicitation forms, specifications, attached drawings (if any), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- B2.** All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- B3.** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, and employees.
- B4.** Each Bidder shall furnish the information required on the Bid Price Sheet and each accompanying sheet thereof, if applicable, on which she/he makes an entry. Offers submitted on any other format may be disqualified.
- B5.** All bids must be submitted electronically via the County's electronic bidding platform ([PlanetBids](#)), accessible via the County's website.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the Bid due date and time. **The platform will not allow Bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR BID WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed Bids will be considered.

- B6.** Bids will be opened at the Office of the Clerk on the date and time specified on the cover page of this solicitation at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida. The public is invited to attend.
- B7.** The County reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes
- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from Florida Statute 119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- B9.** Bids may not be withdrawn for a period of ninety (90) days after the Bid opening date. Bids may be withdrawn or modified at any time before the Bid due date during which the Bidder may withdraw their Bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform.
- B10.** Please check your pricing before submitting your Bid, as no changes in pricing will be allowed after the Bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.
- B11.** Be sure to sign your Bid. Failure to include proper signatures on the required documents may result in a disqualification of that Bid. Signature should be by an authorized person that can legally bind the company to this engagement.
- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The successful Bidder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any Bid received that limits liability will be considered unresponsive and will not be accepted by the County.
- B13.** Bidder shall include in their Bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements included with this solicitation.
- B14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program ([www.e-verify.gov](http://www.e-verify.gov)). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095. By submitting a Bid to this solicitation, Bidder acknowledges and agrees that:
- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
  - (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
  - (c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such,
  - (d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
  - (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



**B15. Bid Check List:** Bidders are cautioned to please check their Bid very carefully, using the following check list of forms to be submitted:

- \_\_\_\_\_ Bid cover page signed
- \_\_\_\_\_ Bid Price Sheet
- \_\_\_\_\_ Addendum Acknowledgement
- \_\_\_\_\_ Public Entity Crimes Sworn Statement
- \_\_\_\_\_ Experience of Bidder
- \_\_\_\_\_ Drug Free Workplace
- \_\_\_\_\_ Current proof of insurance

**B16. PRE-BID MEETING: THERE WILL NOT BE A PRE-BID MEETING & SITE VISIT HELD FOR THIS SOLICITATION.**

**Location:** N/A

**Time:** N/A

**B17.** Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S VENDOR PORTAL.** Failure to comply with this requirement may result in disqualification of your bid and egregious and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by Procurement and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation.** All questions regarding this solicitation must be received before **4:00 PM on Nov. 2, 2022.** Questions received after this date will not be reviewed.

Inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the Bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto

**B18.** It will be the responsibility of the Bidder to visit the County's electronic bidding platform – prior to submitting a bid – to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

## SECTION C. GENERAL PROVISIONS

- C1. Terms & Conditions:** Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Bidder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance, and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- C2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.
- Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.
- C3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).
- C4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any response, invoice, or statement.
- C5. Independent Pricing:** By submitting a bid, the Bidder certifies that in connection with this solicitation:
- (a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting competition, and
  - (b) No attempt has been made or will be made by the Bidder to influence any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- C6. Conflict of Interest – Business Association:** All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all bidders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Bidder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the bid and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar any vendor who fails to disclose.

- C7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Bidder and must be filed prior to or at the time of submission of the bid. A copy of the filed disclosure form shall be included as part of the Bidder's response.

The advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Bidder.

- C.8 Additional Terms and Conditions:** No additional terms and conditions included with the bid shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the bid submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the Bid attests to this.

- C9. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:

- (a) Keep and maintain public records required by the public agency to perform the service,
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law,
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- C10. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORYTWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the response.
- C11. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be the County's sole determination as to the desirability of contracting with a Bidder who has been barred from doing business with a public entity.
- C12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, age, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

#### **SECTION D. SPECIAL PROVISIONS**

- D1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a bid.
- D2. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, servicing a minimum of three (3) commercial or public entity accounts equal in size and scope to this solicitation, and be properly licensed to do business in the State of Florida for no less than three (3) years.
- D3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation. If you choose not to respond to this solicitation, please complete and return the enclosed Statement of "No-Bid" prior to the bid opening.

#### **SECTION E. AWARD OR REJECTION OF BIDS**

- E1.** Award will be made to the most responsive/responsible vendor to the solicitation with the lowest cost that meets or exceeds the specifications. Please note that the County reserves the right to contract with multiple vendors via partial awards.
- E2.** The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Bidder and shall not

- be passed on to or borne by the County. The County also reserves the right to reject the response of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.
- E3.** Any cause including, but not limited to the following, may be considered as sufficient for the disqualification of a Bidder and the rejection of its submittal:
- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
  - (b) Evidence of collusion among Bidders, or previous participation in collusive bidding or proposing on work for the County,
  - (c) Any material misrepresentation,
  - (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to Bidder,
  - (e) Violations of the Cone of Silence as provided for herein,
  - (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
  - (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.
- E4.** The County will provide a contract for the successful Bidder's execution.
- E5.** The award of a contract does not constitute an order nor a Notice to Proceed. Before any services can be performed, the successful Bidder must receive written authorization from the County.
- E6.** Award will be made without further negotiation based upon competitive bids; therefore only "best and final pricing" should be submitted in response to this solicitation.

[Remainder of the page is intentionally blank.]

## **SECTION F. SCOPE OF WORK/SPECIFICATIONS**

Construct and deliver a new prefabricated modular office building approximately 25'x57'. The building will have three (3) offices, two (2) restrooms, kitchen/breakroom and an open area for meetings. The office building will be delivered to 46026 Landfill Rd., Callahan, FL 32011.

Vendor will be responsible for:

- Setting and leveling buildings on 8"x8"x16" hollow cell CMU piers on footer pads (drystack)
- Removing and storing hitches under the building. Axles and tires can remain on the building
- Anchoring the building
- Aligning walls and leveling floors
- Installing skirting around the entire building
- Final trim work on exterior/interior of the building
- Ensuring that the roof seam/ridge is connected/sealed properly
- Supplying air conditioning units and electrical panels for both building sections

The County will be responsible for:

- Grading and site prep
- Final electrical
- Final plumbing and sewer connections
- Ramps and stairs to building

The County will also be responsible for the electrical, plumbing and sewer permits. All other permits will be the responsibility of the Vendor.

Expected Start Date: Once Purchase Order has been issued

Expected Completion Date: Within 120 days after contract execution

[Remainder of the page is intentionally blank.]

**ATTACHMENT "A"**  
**SPECIFIC TERMS AND CONDITIONS**

1. **Fund Availability.** Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Nassau County abides by the provision set forth in Florida Statutes relative to appropriation of Funds.
2. **Prompt Payment Act.** Payments will be made within forty-five (45) days from receipt of the invoice, pursuant to Florida's Prompt Payment Act, Florida Statute 218.70.
3. **Governing Laws/Venue:** Any contractual arrangement between Nassau County and the proposer shall be consistent with, and be governed by, the ordinances of Nassau County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.
4. **Conflict of Interest.** All proposers must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of Nassau County. Further, all proposers must disclose the name of any Nassau County officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.
5. **Retention of Records.** All records in any manner whatsoever assigned to the project, or any designated portions thereof, which are in the possession of the proposing firm or proposing firm's sub-consultants, shall be made available, upon request by the County, for inspection and copying upon written request of the County. Additionally, said records shall be made available, upon request by the County to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the record of expenses incurred by the proposing firm in its performance under said contract. The selected firm shall maintain and protect those records for no less than five (5) years after final completion of the Contract, or for any longer period of time as may be required by applicable law.
6. **Access and Audits.** The selected Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after completion of the agreement. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days written notice.

[Remainder of the page is intentionally blank.]

**BID PRICE SHEET**

**CONTRACT PRICING BREAKDOWN**

Base Bid Value: \$149,427

P&P Bond: \$2,988

Total Contract Value: \$152,415

**CONSTRUCT AND DELIVER A NEW PREFABRICATED MODULAR OFFICE BUILDING**

As described in SECTION F – SCOPE OF WORK/SPECIFICATIONS – (NC22-043-ITB)

TOTAL \$ 152,415

LEAD -TIME 15 (wks)

TOTAL (in words): One hundred fifty two thousand, four hundred fifteen dollars and zero cents

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

By: Fadi Zari  
(Signature)

Fadi Zari  
(Above name printed or typed)

Company: Vesta Housing Solutions, LLC

Address: 1000 Town Center Suite 975

City, State, Zip: Southfield, MI 48075

Phone #: 248-565-7853

E-mail: FZari@VestaModular.com

**VESTA Modular Notes**

- Pricing include \$7,748 mobility and impact permitting fees
- pricing is per the standard VESTA specifications and the addendum notes



**ATTACHMENT "C"**  
**STATEMENT OF "NO BID"**

If you do not intend to respond to this solicitation, please help us improve future solicitations by completing and returning this form prior to the date shown for receipt of bids to the Nassau County Board of County Commissioners, c/o Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097 or by uploading to [PlanetBids](#).

We have declined to respond for the following reason(s):

- Specifications are too restrictive (please explain below)
- Insufficient time to respond to the solicitation
- We do not offer this product/service or equivalent
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear (please explain below)
- Other (please specify below)

Remarks: \_\_\_\_\_  
\_\_\_\_\_

We understand that if the "No Bid" letter is not executed and returned; our name may be deleted from the list of qualified vendors for Nassau County Board of County Commissioners for future projects.

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**ATTACHMENT "D"**  
**CONFLICT OF INTEREST STATEMENT**

STATE OF Michigan ) COUNTY OF  
Oakland )

Before me the undersigned authority personally appeared Daniel McMurtrie, who was duly sworn, deposes and states:

- A. I am the CEO of Vesta Housing Solutions, LLC with a local office in Miami, FL and principal office in Southfield, MI.
- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon his full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a bid for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any Contract, participated in any collusion or collusive activity, or otherwise taken any action which in any way restrict or restrain the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates nor anyone associated with them is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- F. Neither the entity nor its affiliates nor anyone associated with them have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity's ownership or management or staff has avested interest in any County Division, Department or Office.
- H. I certify that no member of the entity's ownership or management is presently applying, actively seeking or has been selected for an elected position within Nassau County government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

Dated this 8th day of November, 2022

*[Signature]*  
AFFIANT

Daniel McMurtrie  
Typed Name of AFFIANT

State of: Michigan

County of: Oakland

Sworn to (or affirmed) and subscribed before me by means of physical presence or  online notarization, this 8th day of November, 2022 by Daniel McMurtrie who is  personally known to me or  produced Drivers License as identification.



*[Signature]*  
Notary Public  
My commission expires: 4-24-25

>>> Failure to submit this form may disqualify your bid. <<<

**ATTACHMENT "E"  
PUBLIC ENTITY CRIMES**

**SWORN STATEMENT  
UNDER FLORIDA STATUTE 287.133(3)(a)**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response or Contract for Solicitation Number: NC22-043-ITB
2. This sworn statement is submitted by Vesta Housing Solutions, LLC (entity submitting sworn statement), whose business address is 1000 Town Center Suite 975 Southfield, MI 48075 and its Federal Employee Identification Number (FEIN) is 47-2237236. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_.)
3. My name is Daniel McMurtrie (please print name of individual signing), and my relationship to the entity named above is CEO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
  - c)
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

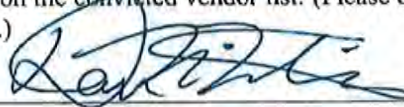
The entity submitting this sworn statement, 15 one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity

has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



Signature

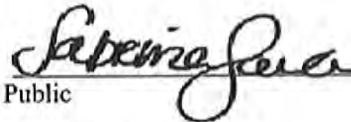
11-8-22

Date

State of: Michigan

County of: Oakland

Sworn to (or affirmed) and subscribed before me by means of physical presence or X online notarization, this 8th day of November, 2022 by Daniel McMurtrie who is X personally known to me or X produced Drivers License as identification.



Notary Public

My commission expires: 4-24-25

**ATTACHMENT "F"**  
**E-VERIFY AFFIDAVIT**

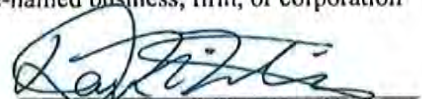
**ATTACHMENT "G"  
DRUG FREE WORKPLACE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_

Vesta Housing Solutions, LLC (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. 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.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or bid, a copy of the statement specified above.
4. 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, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. 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.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."


  
Authorized Signature

11-8-22  
Date Signed

State of: Michigan  
County of: Oakland

The preceding was sworn to (or affirmed) and subscribed before me by means of      physical presence or  online notarization, this 8th day of November, 2022 by Daniel McMurrie who is  personally known to me or  produced Drivers License as identification.



  
Notary Public  
My commission expires: 4-24-25

**ATTACHMENT "H"  
INSURANCE**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Supplier/Vendor shall purchase and maintain at the Supplier/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Supplier/Vendor, insured Sub-Sub-Supplier/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Supplier/Vendor or Sub-Sub-Supplier/Vendor.

Supplier/Vendor shall require each of his Sub-Supplier/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). CGL policy Additional Insured Endorsement must include Ongoing and Completed**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



**ATTACHMENT "I"  
EXPERIENCE OF BIDDER**

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

**1. FIRM NAME:** Vesta Housing Solutions, LLC

Address: 1000 Town Center Suite 975

City/State/Zip: Southfield, MI 48075

Phone: 817-663-8527      904-813-0199      Email: fzari@vestamodular.com

Name of primary contact responsible for work performance: Whatley Law

Phone: \_\_\_\_\_ Cell Phone: 904-813-0199

Email: wlaw@vestamodular.com

**2. INSURANCE:**

Surety Company: Nationwide Mutual Insurance Company

Agent Company: VTC Insurance

Agent Contact: Jill Oberlee

16,000,000 single, \$30,000,000 agg

Total Bonding Capacity: \$ \_\_\_\_\_ Value of Work Presently Bonded: \$ 22,589,486

**3. EXPERIENCE:**

Years in business: 8

Years in business under this name: 8

Years performing this type of work: 8

Value of work now under contract: \$130 million

Value of work in place last year: \$37 million

Percentage (%) of work usually self-performed: <5%

Name of sub vendors you may use: Various subcontractors used

Has your firm: Failed to complete a contract: Yes  No

Been involved in bankruptcy or reorganization: Yes  No

Pending judgment claims or suits against firm: Yes  No

**4. PERSONNEL**

Number of employees:

Management	<u>16</u> Full time	<u>    </u> Part time
Site/Crew Supervisors	<u>13</u> Full time	<u>1</u> Part time
Workers/Laborers	<u>23</u> Full time	<u>2</u> Part time
Clerical	<u>36</u> Full time	<u>1</u> Part time
Other	<u>42</u> Full time	<u>    </u> Part time

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: Mayport Naval Station - SERMC Temp Offices

Address: Mayport Naval Station

Contact Person: Chris Ackert – Operations Manager

Phone: 317.995.0653 Email: Cackert@dawson8a.com

Project Description: Deliver and install (4) each, 4,800 square feet buildings. Total of 24 modules

Contract \$ Amount: Approx. \$4,000,000

Date Completed 2022

Reference #2:

Company/Agency Name: Holy Trinity Anglican Church

Address: 2018 Hometown Dr, Fernandina Beach, FL 32034

Contact Person: Jim Robinson

Phone: 904-206-1911 Email: \_\_\_\_\_

Project Description: Deliver and install 7,700 sq ft permanant education building

Contract \$ Amount: \$576,606

Date Completed: 2019

Reference #3:

Company/Agency Name: Dawson Enterprises

Address: Kings Bay Base

Contact Person: Chris Ackert

Phone: 317-995-0653 Email: Cackert@dawson8a.com

Project Description: 13,824 modular office building, 28 modules total.

Contract \$ Amount: \$3,413,059

Date Completed: 2020

**ATTACHMENT "J"  
BID PRICE SHEET**

**CONSTRUCT AND DELIVER A NEW PREFABRICATED MODULAR OFFICE BUILDING**

As described in SECTION F – SCOPE OF WORK/SPECIFICATIONS – (NC22-043-ITB)

TOTAL \$ \$149,427.00

LEAD -TIME 15 (wks)

TOTAL (in words): One hundred forty nine thousand, four hundred twenty seven dollars and zero cents

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

By: Fadi Zari  
(Signature)

Fadi Zari  
(Above name printed or typed)

Company: Vesta Housing Solutions, LLC

Address: 1000 Town Center Suite 975

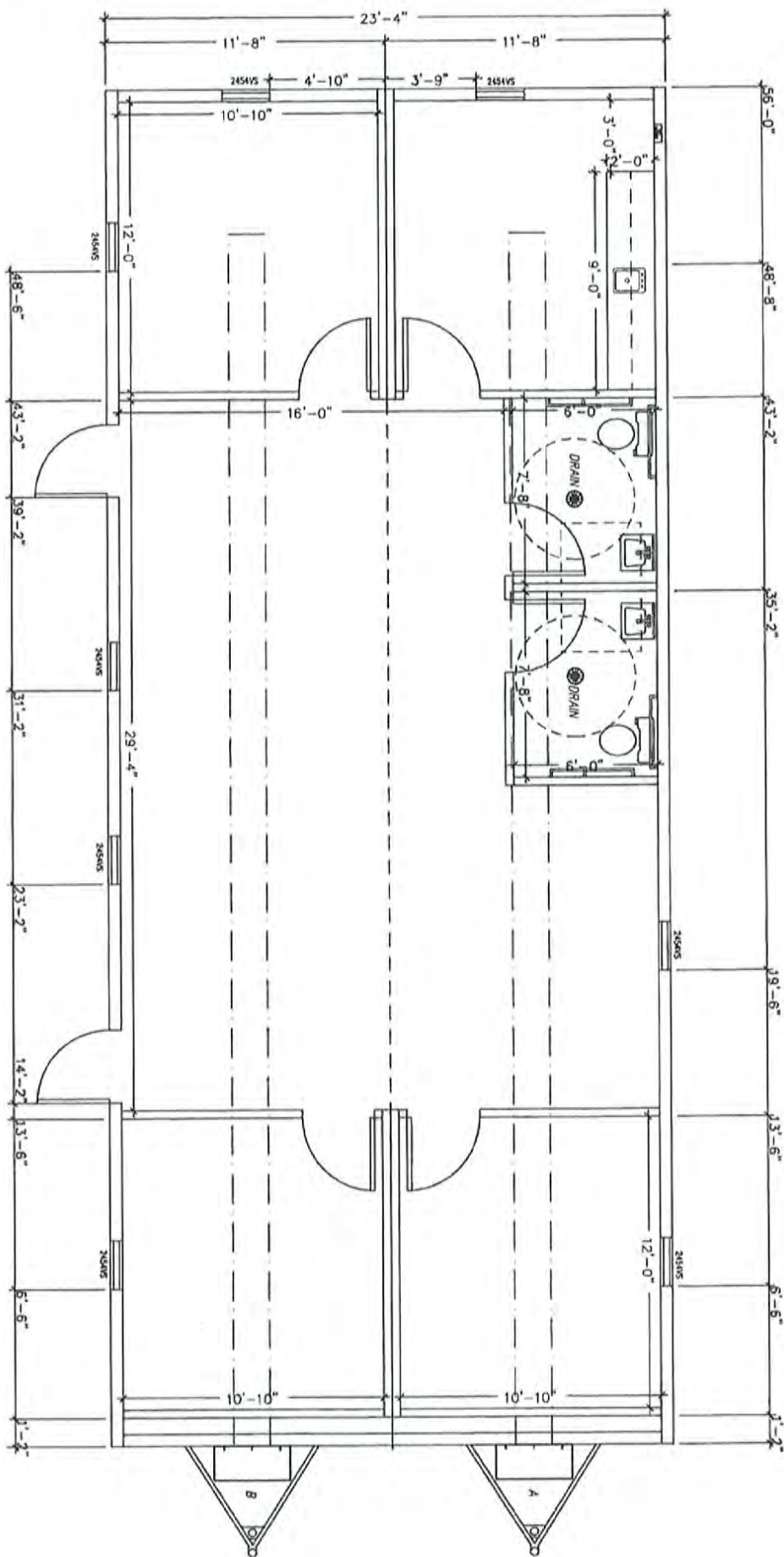
City, State, Zip: Southfield, MI 48075

Phone #: 248-565-7853

E-mail: FZari@VestaModular.com

VESTA Modular Notes

- Pricing include \$7,748 mobility and impact permitting fees
- pricing is per the standard VESTA specifications and the addendum notes





**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

John Martin  
Aaron C. Bell  
Jeff Gray  
Thomas R. Ford  
Klynt Farmer

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Bryceville/Hilliard  
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

TACO E. POPE, AICP  
County Manager

## E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Solid Waste Modular Office Building

Bid No./Contract No.: NC22-043-ITB

### DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

*An Affirmative Action / Equal Opportunity Employer*

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**CONTRACT TERMINATION:**

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**EXHIBIT "A"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Vesta Housing Solutions, LLC (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Vesta Housing Solutions, LLC (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_

Print Name: Daniel McMurtrie

Date: 11/8/2022

STATE OF ~~FLORIDA~~ Michigan

COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11/8/22 (Date) by Daniel McMurtrie (Name of Officer or Agent, Title of Officer or Agent) of Vesta Housing Solutions, LLC (Name of Contractor Company Acknowledging), a Delaware (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Drivers License as identification.

  
\_\_\_\_\_  
Notary Public

Sabrina Sawa

Printed Name

My Commission Expires: 4-24-2025



**EXHIBIT "B"**

**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Vesta Housing Solutions, LLC (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Vesta Housing Solutions, LLC (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_

Print Name: Daniel McMurtrie

Date: 11/8/2022

STATE OF ~~FLORIDA~~ Michigan

COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11/8/22 (Date) by Daniel McMurtrie (Name of Officer or Agent, Title of Officer or Agent) of Vesta Housing Solutions, LLC (Name of Contractor Company Acknowledging), a Delaware (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Drivers License as identification.

  
\_\_\_\_\_  
Notary Public

Sabrina Sawa  
\_\_\_\_\_  
Printed Name

My Commission Expires: 4-24-25







**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Ph: 904-530-6040

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

**TO:** All Proposers  
**FROM:** Evelyn Burton, Public Works  
**SUBJECT:** Addendum #1  
Invitation to Bid Number NC22-043  
Solid Waste Modular Office Building  
**DATE:** October 28, 2022

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

**1. What additional permits will the County require?**

**Response:** A Building Permit. You can access online forms using the following link; <https://www.nassaucountyfl.com/488/Online-Forms>

**2. How many people will the meeting area need to accommodate? Is this area to be a room with a door separate from the office area?**

**Response:** The meeting area can be an open space large enough for a ten (10) person table

**3. Are the footer pads to be inground poured concrete or above ground concrete or ABS pads per an engineered foundation plan provided by the contractor?**

**Response:** Above ground on pads per scope

**4. Can the skirting be installed at time of setup if access panels are available at the electrical and plumbing locations, or will the crew need to return at a later date to install skirting?**

**Response:** Once building is installed completely the County will need approximately one (1) week to make electrical, water and sewer connections. Skirting can be installed with sections left off for connections to be made if contractor is unable to return to install at one time

Invitation to Bid

Solid Waste Modular Office Building

NC22-043-ITB

Addendum No. 1

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**5. Where can I find a floor plan for this bid?**

**Response:** See sample floor plan. The floor plan shows four (4) offices but only three (3) are needed for this location. This is a very basic layout. However, the County is flexible with the floor plan as long as the building includes the spaces defined in the scope.

**6. Looking over the scope of work it lists the size of the office with the number of offices, bathrooms, and kitchen, but I don't see any specifications on steps, siding, and color, etc.**

**Response:** Steps or ramps are not needed as we have existing ones from the old building that will be used. The exterior of the building will need to be vinyl siding, light grey with dark grey trim. Interior preferences are carpet in the offices and VCT tile throughout open meeting space, breakroom, and restrooms

**7. With material shortages, are there any stipulations on having the finished contract time extended past the 120 day period?**

**Response:** The County is aware that material shortages can impact the contract. Indicate on the Bid Price Sheet (Attachment J) the estimated lead-time for completion.

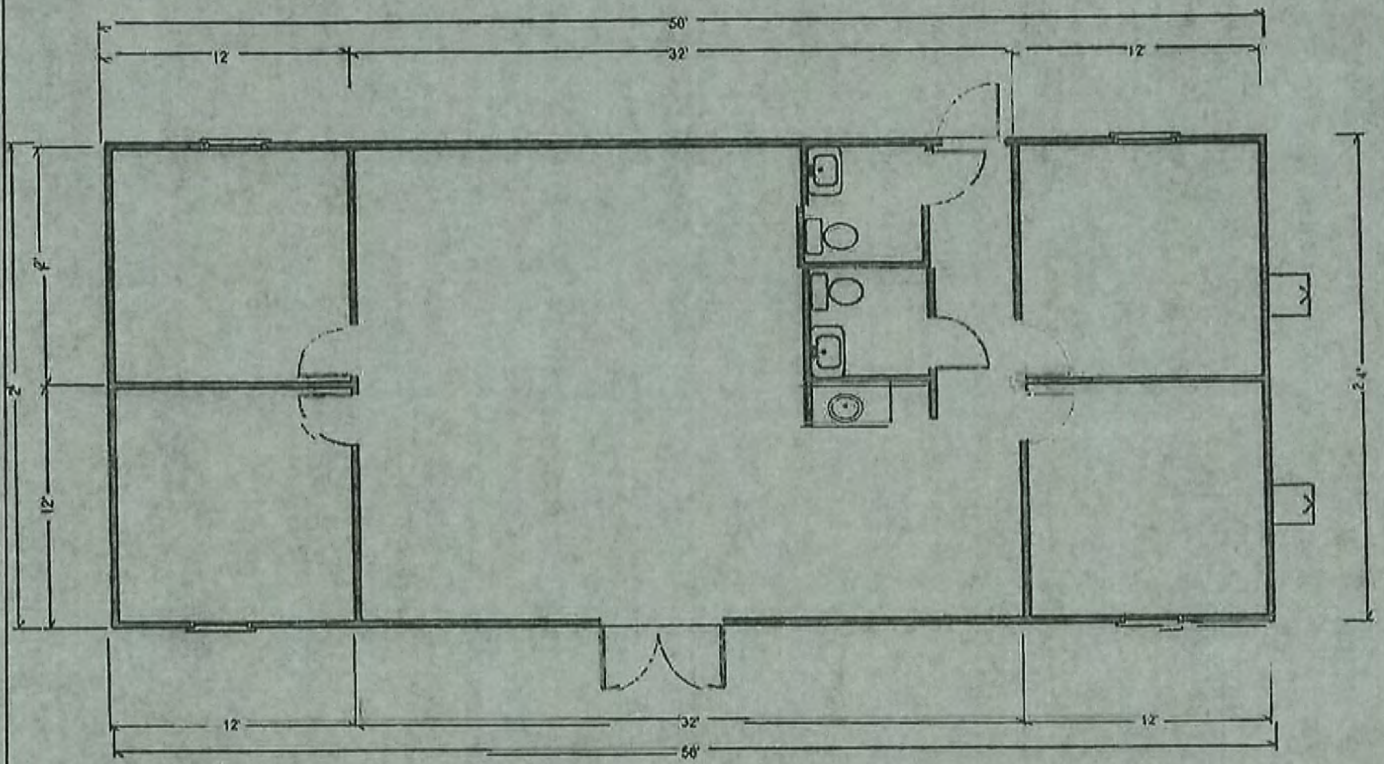
**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

Vendor/Company Name Vesta Housing Solutions, LLC

Vendor Signature: 

Date: 11/8/2022

**End of Addendum #1**





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Ph: 904-530-6040

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

**TO:** All Proposers  
**FROM:** Evelyn Burton, Public Works  
**SUBJECT:** Addendum #2  
Invitation to Bid Number NC22-043  
Solid Waste Modular Office Building  
**DATE:** November 3, 2022

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

**1. Building permit? Do you have a site plan? Who or what company is doing all of the ancillary work, (i.e., utility connections, sidewalks, parking, landscaping)**

**Response:** There is a fee for the building permit, and it is the responsibility of the contractor. It should be reflected in the bid.

**See attached site plan** – County will demo existing building and prepare site by leveling and bringing in gravel for foundation  
The County will be handling the ancillary work

**2. Will there be a building permit fee for this project? If so, will we be responsible for payment as part of the bid, or will you pay directly?**

**Response:** There is a fee for the building permit, and it is the responsibility of the contractor. It should be reflected in the bid.

**3. Will a site plan be required?**

**Response: See attached site plan** – County will demo existing building and prepare site by leveling and bringing in gravel for foundation

**4. What is the size of the trailer being replaced?**

**Response:** The existing trailer is 54x24 w/tongue and 50x24 w/o tongue

Invitation to Bid

Solid Waste Modular Office Building

NC22-043-ITB

Addendum No. 2

---


5. Does the County have a site plan approval to place the building at the landfill? If so, do you have an approval number? If not, is one required?

**Response:** See attached site plan – County will demo existing building and prepare site by leveling and bringing in gravel for foundation

---

**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

Vendor/Company Name Vesta Housing Solutions, LLC

Vendor Signature: 

Date: 11/8/2022

End of Addendum #2

11/2/22, 10:23 AM

Google Maps

*Evans*

Google Maps



Google

Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 20 ft

<https://www.google.com/maps/@30.6085153,-81.8365151,116m/data=!3m1!1e3>



## NASSAU COUNTY FACILITIES MAINTENANCE DEPARTMENT

45195 Musselwhite Road - Callahan, FL 32011

Mailing Address:  
45195 Musselwhite Road, Callahan, FL, 32011  
Email: dpodiak@nassaucountyfl.com

Telephone: (904) 530-6120  
Alternate: (904) 530-6122  
Fax: (904) 879-3751

Date: 9/23/22  
To: All Interested Parties  
From: Tony Lombardi  
Cell: 904-753-6435  
Email: tlombardi@nassaucountyfl.com  
Re: Nassau County

### **Scope of Work**

Nassau County Solid Waste Office Building  
46026 Landfill Rd. Callahan, FL. 32011

#### Job Scope:

Construct and deliver a new prefabricated modular office building approximately 25'x57'. The building will have three (3) offices, two (2) restrooms, kitchen/breakroom and an open area for meetings. The office building will be delivered to 46026 Landfill Rd., Callahan, FL 32011.

#### Vendor will be responsible for:

- Setting and leveling buildings on 8"x8"x16" hollow cell CMU piers on footer pads (drystack)
- Removing and storing hitches under the building. Axles and tires can remain on the building
- Anchoring the building
- Aligning walls and leveling floors
- Installing skirting around the entire building
- Final trim work on exterior/interior of the building
- Ensuring that the roof seam/ridge is connected/sealed properly
- Supplying air conditioning units and electrical panels for both building sections

#### The County will be responsible for:

- Grading and site prep
- Final electrical
- Final plumbing and sewer connections

- Ramps and stairs to building

The County will also be responsible for the electrical, plumbing and sewer permits. All other permits will be the responsibility of the Vendor.

Expected Start Date: Once Purchase Order has been issued

Expected Completion Date: Within 120 days after contract execution





My Company Account

# My Company Profile

## Company Information

### Company Name

Vesta Housing Solutions, LLC

### Doing Business As (DBA)

VESTA Modular

### Company ID

973728

### Enrollment Date

05/22/2016

### Employer ID Number

472237236

### DUNS Number

079720851

### Total Number of Employees

20 to 99

### NAICS Code

236

**Sector**

Construction

**Subsector**

Construction of Buildings

[Edit Company Information](#)

---

## Employer Category

**Employer Category**

None of these categories apply

[Edit Employer Category](#)

---

## Company Locations

**Physical Address**

1000 Town Center  
Suite 975  
Southfield, MI 48075

**Mailing Address**

Same as Physical Address

[Edit Company Locations](#)

---

## Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

### Number of Sites

3

[Edit Hiring Sites](#)

---

## Company Access and MOU

### My Company is Configured to:

Verify Its Own Employees

### Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2023

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

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

<b>PRODUCER</b> SullivanCurtisMonroe Insurance Services (LA) 1920 Main Street Suite 600 Irvine, CA 92614  www.SullivanCurtisMonroe.com License # 0E83670	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 949-250-7172 FAX (A/C, No): 949-852-9762 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> McGrath RentCorp Vesta Housing Solutions, LLC DBA: Vesta Modular 5700 Las Positas Road Livermore CA 94551	<b>INSURER A:</b> Hartford Fire Insurance Company 19682	
	<b>INSURER B:</b> National Union Fire Ins Co Pittsburgh PA 19445	
	<b>INSURER C:</b> Liberty Insurance Underwriters, Inc. 19917	
	<b>INSURER D:</b> AGCS Marine Insurance Company 22837	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

**CERTIFICATE NUMBER:** 72984123

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	72CESOF7559 Ded. \$10,000	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		<input checked="" type="checkbox"/>	5425651 HAPD - \$100K limit  Comp&Coll Ded:\$250	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP - Total Agg \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			10000398714 - \$5M Limit SEE ATTACHED	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC015852320 (CA) WC015852321 (AOS)	3/1/2022 3/1/2022	3/1/2023 3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tenant Liability			MX193076389	4/30/2022	4/30/2023	\$1,000,000 Limit / \$25,000 Deductible

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

See Additional Remarks Schedule

**CERTIFICATE HOLDER**

**CANCELLATION**

Nassau County Board of County Commissioners  
 96135 Nassau Pl  
 Yulee FL 32097

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

AUTHORIZED REPRESENTATIVE

Jessica Lund

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: MCGRAREN1

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY SullivanCurtisMonroe Insurance Services (LA)	NAMED INSURED McGrath RentCorp Vesta Housing Solutions, LLC DBA: Vesta Modular 5700 Las Positas Road Livermore CA 94551
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	NAIC CODE

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Nassau County Board of County Commissioners

**ADDRESS:** 96135 Nassau PI Yulee FL 32097

**Excess Liability Carriers Continued:**

Liberty Insurance Underwriters Inc. NAIC#19917 Policy#10000398714 Eff. 4/30/2022 - 4/30/2023  
 \$5M Limit

Steadfast Insurance Company NAIC#26387 Policy#AEC417431902 Eff. 4/30/2022 - 4/30/2023  
 \$10M Limit

RSUI Indemnity Company NAIC#22314 Policy#NHA253653 Eff. 4/30/2022 - 4/30/2023  
 \$5M Limit

Homesite Insurance Company NAIC#17221 Policy#CXSL3700970601 4/30/2022 - 4/30/2023  
 \$5M Limit

Endurance Insurance Company NAIC#10641 Policy#ELD30001663602 Eff. 4/30/2022 - 4/30/2023  
 \$5M Limit

Aspen American Insurance Co NAIC#43460 Policy#CX00CAG22 Eff. 4/30/2022 - 4/30/2023  
 \$20M Limit

AGENCY CUSTOMER ID: MCGRAREN1

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY SullivanCurtisMonroe Insurance Services (LA)		NAMED INSURED McGrath RentCorp Vesta Housing Solutions, LLC DBA: Vesta Modular 5700 Las Positas Road Livermore CA 94551	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Nassau County Board of County Commissioners

**ADDRESS:** 96135 Nassau PI Yulee FL 32097

Named Insured Continued:  
 Mobile Modular Management Corporation  
 DBA: Kitchens To Go by Mobile Modular Management  
 DBA: Mobile Modular Portable Storage  
 DBA: Mobile Facilities, Inc.  
 McGrath 180, LLC  
 Vesta Housing Solutions LLC, DBA: Vesta Modular

AGENCY CUSTOMER ID: MCGRAREN1

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY SullivanCurtisMonroe Insurance Services (LA)		NAMED INSURED McGrath RentCorp Vesta Housing Solutions, LLC DBA: Vesta Modular 5700 Las Positas Road Livermore CA 94551	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Nassau County Board of County Commissioners

**ADDRESS:** 96135 Nassau PI Yulee FL 32097

Where required by written contract, Nassau County Board of County Commissioners is add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability on a primary & non-contributory basis. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of add'l insured as required by written contract and where allowed by law. Excess liability coverage follows form over GL, Auto, Employers Liability, Professional & Pollution Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**SCHREIER, ALLAN JOHN**

VESTA MODULAR  
1000 TOWN CENTER SUITE 975  
SOUTHFIELD MI 48075



**LICENSE NUMBER: CGC049806**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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DATE

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
Vesta Housing Solutions dba Vesta Modular
1000 Town Center Suite 975
Southfield, MI 48075

DEPARTMENT
Fac. Maintenance / Solid Waste

REQUESTED BY
Evelyn Burton / Tony Lombardi

Table with columns: VENDOR NUMBER, PROJECT NAME, FUNDING SOURCE, AMOUNT AVAILABLE, STANDARD PO OR ENCUMBER ONLY, CONTRACT NO. Includes itemized list of construction services with quantities and prices.

ORIGINAL - FINANCE
COPY - DEPARTMENT

Shipping Total \$ 0.00
\$ 152,415.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, funds are available for payment.

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Clerk:
Date: