

**REQUEST FOR RESPONSES/BIDS FOR THE PURCHASE OF SURPLUS  
PROPERTY FOR SALE BY THE IONA MCGREGOR FIRE PROTECTION AND  
RESCUE SERVICE DISTRICT**

INTRODUCTION

The Iona McGregor Fire Protection and Rescue Service District, (hereinafter “District”) is requesting responses/bids from qualified responders for the selection of the highest responsible responder/bidder for the responder’s purchase of the surplus property (hereafter “Property”) owned by the District that is the subject of this request for responses/bids and that is generally described as follows:

**2010 Sutphen Rescue Pumper  
VIN No. 1S9A8MLD7A5003055**

A response/bid form is attached hereto as Exhibit A which must be completed in its entirety. Failure to fully complete Exhibit A may result in disqualification of the responder. The District is requesting responses/bids from qualified responders who are able to pay the response/bid purchase price, in full, in cash, or its equivalent, within thirty (30) calendar days of the award of the response/bid by the District to the successful responder. The Property is being sold “AS IS WHERE IS.” Any questions related to this Request for Responses/Bids shall be directed in writing to the District Fire Chief Seth Comer (hereafter “Chief”), or his designee, via electronic mail: [comer@ionafire.com](mailto:comer@ionafire.com).

RESPONSE ELEMENTS

All responders shall prepare a written response to the District which contains the following information (The completion and submittal of the attached Exhibit A, Exhibit B, and Exhibit C constitutes a minimally sufficient response/bid):

A. GENERAL INFORMATION AND REQUIREMENTS

1. The name, address and full contact information of the responder must be provided, including a telephone number, a facsimile number and an electronic mail address.
2. Please describe the total response/bid price and confirm that the response/bid price can be paid in full, in cash, or its equivalent (as approved by the District) at the time of delivery/transfer of the Property to the successful responder which shall occur within thirty (30) calendar days of the award of the response/bid by the District. In addition to the payment of the response/bid price, the successful responder/bidder shall also be responsible for payment of all of the costs to transfer the Property from the District to the successful responder except for the District’s legal fees. The Property shall be delivered to the successful responder at the District’s fire station 74 located at 6061 South Pointe Blvd. Fort Myers, Florida, 33919, with the successful responder being responsible for the loading and transportation of the Property (equipment) from the District’s station.

3. Responses received after the deadline will not be accepted under any circumstances. Late responses will be returned to the responder unopened.
4. Faxed responses and electronically mailed responses will not be accepted.

B. INQUIRY

For additional information or if there are any questions concerning the District's Property, please contact the Chief, or his designee, in writing, at [comer@ionafire.com](mailto:comer@ionafire.com).

C. TIMING/RESPONSE DEADLINE

Six (6) copies, plus one (1) original, of the completed bid response, including all of the listed information, shall be sealed and delivered to the District, to be received by the Chief, or his designee, at 6061 South Pointe Boulevard, Fort Myers, FL 33919, on or before the response deadline of 2:00 P.M. on Friday, September 30, 2022.

D. SELECTION PROCESS

1. By submitting a response, each responder recognizes and agrees that the District may reject its response based upon the District's exercise of its sole discretion. Each responder waives any claims it may have for damages or other relief, including the District's exercise of its sole discretion and/or the District's disclosure of or refusal to disclose any pertinent information related to the reasons for the District's rejection of said response.
2. BEFORE SUBMITTING RESPONSES, INTERESTED RESPONDERS MUST MAKE ALL NECESSARY INVESTIGATIONS TO INFORM THEMSELVES THOROUGHLY AS TO ALL CONDITIONS OF THE SUBJECT PROPERTY AND AS TO ALL REQUIREMENTS OF THIS REQUEST FOR RESPONSES/BIDS PROCESS. NO PLEA OF IGNORANCE OF THE CONDITION OF THE DISTRICT PROPERTY WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE SUCCESSFUL RESPONDER TO FULFILL, IN EVERY DETAIL, ALL OF THE REQUIREMENTS OF THE RESPONDER REQUIRED HEREIN, INCLUDING: (1) PAYMENT OF THE FULL PURCHASE PRICE FOR THE DISTRICT PROPERTY AT OR BEFORE THE DELIVERY OF THE PROPERTY TO THE SUCCESSFUL BIDDER; (2) ACCEPTANCE OF THE DISTRICT PROPERTY IN ITS "AS IS WHERE IS" CONDITION; (3) ACCEPTANCE OF DELIVERY OF THE PROPERTY FROM THE DISTRICT WHICH SHALL OCCUR WITHIN thirty (30) CALENDAR DAYS OF THE AWARD OF THE RESPONSE/BID BY THE DISTRICT.

3. All responses/bids will be reviewed by the Board of Commissioners of the District at a Board of Commissioner's meeting open to the public. It is anticipated that the responses/bids will be reviewed by the Board of Commissioners at a public meeting of the Board of Commissioners held on or about October 19, 2022 at 6:00 P.M., at Station 74, at 6061 South Pointe Boulevard, Fort Myers, FL 33919. Anyone wishing to appeal any action of the Board of Commissioners with respect to any matter considered at the meeting will need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.
4. The Board of Commissioners will evaluate each response/bid. It is anticipated that the Property will be sold to the highest responsive responder/bidder.
5. The District reserves the right to reject any and all responses/bids and to waive any and all informalities of any responses/bids and to disregard all non-conforming, non-responsive or conditional responses/bids. The District reserves the right to reject any and all responses/bids with or without cause. The District reserves the right to accept the responses/bids of the responders that in its judgment will be in the best interest of the District and to reject all responses/bids of responders that the District believes are not in the best interest of the District. The District reserves the right to re-advertise the Request for Responses/Bids. Nothing contained in any of the competitive selection documents shall require the District to reject any particular responder or award a contract to any particular responder based upon anything other than the District's sole discretion as to which responder has submitted the most responsive proposal for the highest response/bid price that is in the best interest of the District to select.
6. The District may conduct such investigations as the District deems necessary and appropriate to assist in the evaluation of any response of any responder.
7. Within five (5) business days of selection of a responder/bidder by the Board of Commissioners, all responders will be notified of the Board's selection.
8. TO REITERATE, THE RESPONDER WHOSE RESPONSE/BID IS SELECTED FOR THE PURCHASE OF THE DISTRICT'S PROPERTY MUST PAY THE FULL RESPONSE/BID PURCHASE PRICE, IN CASH OR ITS EQUIVALENT TO THE DISTRICT, PLUS PAY ALL OWNERSHP TRANSFER COSTS, AND TAKE POSSESSION, OWNERSHIP AND SOLE RESPONSIBILITY FOR THE SURPLUS PROPERTY, AT THE RESPONDER'S SOLE EXPENSE, AT THE DISTRICT'S STATION 74, LOCATED AT 6061 South Pointe Blvd. Fort Myers, Florida, 33919 ON OR BEFORE thirty (30) CALENDAR DAYS AFTER THE AWARD OF THE RESPONSE/BID BY THE DISTRICT.

E. WITHDRAWAL OF RESPONSES/BIDS

Responses/bids may be withdrawn either in writing or in person through an authorized representative at any time prior to the submission deadline. Once opened, responses/bids may not be withdrawn or modified except to the extent agreed to by the District.

F. PUBLIC INSPECTION OF RESPONSES/BIDS

Responses/bids may be made available for public inspection as provided by Florida law, including Chapter 119, Florida Statutes.

G. RIGHT OF REJECTION

In all instances, the District shall have the unilateral right to reject any and all responses/bids and to waive any and all deficiencies or irregularities in any responses/bids submitted by any responder in the District's sole discretion. In particular, the failure of any responder to satisfy all requirements of this Request for Responses/Bids may result in the rejection of the responder's response/bid by the District in the District's sole discretion.

H. NON-DISCRIMINATION

The District does not discriminate on the basis of age, race, color, sex, religion, national origin, disability or marital status.

I. COSTS OF RESPONSE PREPARATION

All costs incurred by any responder in the inspection of the Property and in the preparation of a response to this Request for Responses/Bids shall be borne exclusively by the responder and the District shall in no instance be liable for any costs incurred by any responder.

J. PUBLIC ENTITY CRIME AFFIDAVIT

Any person or affiliate as defined by statute that has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid. Said person may not be awarded a contract by the District and cannot transact business with the District for a period of thirty-six (36) months from the date of conviction of a public entity crime. Each responder shall be required to execute a public entity crime affidavit, a copy of which is attached hereto as Exhibit B. FAILURE TO COMPLY WILL AUTOMATICALLY RESULT IN DISQUALIFICATION OF THE RESPONDER.

K. SWORN RESPONSE

All responses must be executed and dated by an authorized representative of the responder who must also print the name, title, mailing address, and telephone number of the responder. Each responder must execute the response under oath in the presence of a notary public who must complete a notarization paragraph.

L. AFFIRMATIONS

Each responder shall be required to include signed and notarized written affirmations with their response. The form of the affirmations that must be signed, notarized and submitted with each response is attached hereto as Exhibit C.

M. MINIMUM RESPONSE

The completion and timely submittal of one (1) original and six (6) copies of Exhibit A, Exhibit B and Exhibit C attached hereto constitutes a minimally sufficient response to this Request for Responses/Bids.

**EXHIBIT A  
RESPONSE/BID SHEET**

1. Name and contact information of responder:

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

2. Response/bid price for the Property:

Bid Price \$ \_\_\_\_\_

3. The responder agrees that it shall pay the response/bid price in full, in cash, or its equivalent at the time of transfer of the Property to the responder which shall occur within thirty (30) calendar days of the award of the response/bid by the District.

4. The responder agrees that the responder shall also be solely responsible for payment of any costs of the transfer of ownership of the Property to the responder.

5. Responder acknowledges and agrees that it is purchasing the Property "AS IS WHERE IS" and that the ownership of the Property will be transferred from the District to the responder by an Absolute Bill of Sale.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING instrument was sworn to, signed and acknowledged before me by physical presence, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, (responder), who is [ ] personally known to me or who produced \_\_\_\_\_ (type of identification and number) as identification.

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

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

**EXHIBIT B**  
**PUBLIC ENTITY CRIME AFFIDAVIT**  
THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

Sworn statement under Section 287.133(3)(a),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Iona McGregor Fire Protection and Rescue Service District, Florida  
by:

\_\_\_\_\_  
(Printed individual's name and title)

\_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) whose Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in §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 any 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 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.

3. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of 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.

4. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), 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 for fair market value under an arm's length agreement, shall be a 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 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in §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 a binding contract and which proposals or applies to bid on contracts for the provision of goods or services 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.

6. 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 one statement applies).

\_\_\_\_ Neither the entity submitting this sworn statement, nor any 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 within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

\_\_\_\_ The entity submitting this sworn statement, or one or 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 within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

\_\_\_\_ The entity submitting this sworn statement, or one or 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 within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

I understand that the submission of this form to the public entity identified in paragraph one above is for that public entity only, and that this form is valid through December 31 of the calendar year 2022. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two, of any change in the information contained in this form.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, by physical presence, [ ] individually or [ ] as \_\_\_\_\_ and on behalf of \_\_\_\_\_, a Florida \_\_\_\_\_, [ ] who is personally known to me or [ ] who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
Name of Notary, Printed, Typed or Stamped  
My Commission Expires:

**EXHIBIT C**  
**AFFIRMATIONS**

- 1) Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by Iona McGregor Fire Protection and Rescue Service District (“District”) for this response, and further, no District official or employee is directly interested in the outcome of this matter. This response is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other responder, or to secure any advantage against the District or any person, firm, or corporation.
- 2) The below signed responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The responder further agrees to hold harmless, defend and indemnify the District and its agents from any losses, including attorney’s fees, incurred as a result of the responder’s failure to abide by any applicable Anti-Discrimination laws.
- 3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.
- 4) The responder represents that the responder has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Request for Responses/Bids Documents.
- 5) The responder shall comply with all requirements, stipulations, terms, and conditions as stated in the Request for Responses/Bids Documents.
- 6) The responder currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this Request for Responses/Bids Documents.
- 7) The Affiant named below is officially authorized to represent the responder in whose name the response is submitted.
- 8) The undersigned hereby agrees to abide by all of the terms and conditions of the Request for Responses/Bids Documents.
- 9) The responder agrees that if requested by the District, the responder shall furnish additional information, references, financial statements, and other information for the District to sufficiently evaluate the responder’s response and the responder’s ability to perform the responder’s obligations under the Request for Responses/Bids Documents.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Electronic Mail Address

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was subscribed and acknowledged before me by physical presence by \_\_\_\_\_ (Responder) this \_\_\_\_ day of \_\_\_\_\_, 2022.

Personally Known or  Produced Identification

Type of Identification Produced \_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
NOTARY SEAL