

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20030422

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of Quotation # Q-030303, Indigent Funerals and Cremations, for the Human Services Department, to the overall low quoter who met all specification requirements, Harvey-Engelhardt-Metz Funeral Home & Crematory, for the prices as listed on the Lee County Tabulation Sheet, to include Option "A" & "B", for a period of one year. Also request authority to renew this quote for four additional one-year periods, upon mutual agreement of both parties. For general information, it is estimated that about \$88,000.00 will be spent the first year of the quote for indigent funerals and cremations.

**WHY ACTION IS NECESSARY:** To establish a formal agreement with a firm to provide indigent funeral and cremation services for the Human Services Department.

**WHAT ACTION ACCOMPLISHES:** Establishes a competitive, fair market price for indigent funeral and cremation services for the Human Services Department.

**2. DEPARTMENTAL CATEGORY:** 05  
**COMMISSION DISTRICT #** CW

*C5A*

**3. MEETING DATE:**

*05-06-2003*

**4. AGENDA:**

- CONSENT ADMINISTRATIVE APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
  - B. DEPARTMENT Human Services
  - C. DIVISION \_\_\_\_\_
- BY: Karen Hawes

**7. BACKGROUND:**

In order to establish a contract for Indigent Funerals and Cremations for the Human Services Department, the Purchasing Division solicited sealed quotations for this project. Sealed quotes were received on March 18, 2003. On that date five responses were received, of which one was a "No Bid".

(BACKGROUND CONTINUED ON PAGE TWO)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>	<i>Mont Sheehan 4-7-03 E. Pflaumer</i>	N/A		<i>[Signature] 2/18/03</i>	OA <i>RK 4/18</i>	OM <i>[Signature] 4/18/03</i>	Risk <i>[Signature] 4/18/03</i>	GC <i>[Signature] 4-18-03</i>	<i>HS 4-21-03</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>4/18/03</i>
Time: <i>8:25 am</i>
Forwarded To:

RECEIVED BY COUNTY ADMIN. <i>RK</i>
<i>4-18-03</i>
<i>11:05</i>
COUNTY ADMIN. FORWARDED TO: <i>HS</i>
<i>4/22/03</i>

**(BACKGROUND CONTINUED FROM PAGE ONE)**

American Family Cremation Consultants Inc. d/b/a A Gallaher Funeral and Cremation Service was found to be non-responsive because they did not sign their quote, which is a requirement in the specifications.

Harvey-Engelhardt-Metz Funeral Home & Crematory complies with all criteria in the specifications; therefore, a recommendation is being made to award the quote to them as the overall low quoter who met all specification requirements.

Funding will come from the individual department's budget and they will be responsible for monitoring their own expenditures.

Account String # FC5610100100.508306

ATTACHMENTS: (1) Tabulation Sheet  
(2) Specifications  
(3) Harvey-Engelhardt-Metz Funeral Home & Crematory's Quote  
(4) Department Recommendation

ATTACHMENT #1

FORMAL QUOTATION #Q-030303	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: March 18, 2003	FOR				
BUYER: EARL PFLAUMER	INDIGENT FUNERALS AND CREMATIONS				
	Amer. Fam. Crem	Harvey-	Hickson Funeral	Anderson	
VENDORS	Cons. D/B/A A	Engelhardt-Metz	Home Inc.	Funeral	
	Gallaher Funeral	Funeral Home		Home Inc.	
<b>SECTION I: FUNERAL HOME SERVICE</b>					
INFANT (0 TO 6 MONTHS) COMMODITY CODE 9526405					
Cost per Infant	\$530.00	\$375.00	\$395.00	\$900.00	
Cost per Infant X 14= Est. Annual Cost	\$7,420.00	\$5,250.00	\$5,530.00	\$12,600.00	
CHILD (6 MONTHS TO 2 YEARS) COMMODITY CODE 9526410					
Cost per Child	\$560.00	\$375.00	\$595.00	\$900.00	
Cost per Child X 1= Est. Annual Cost	\$560.00	\$375.00	\$595.00	\$900.00	
ADULT (2 YEARS AND UP) COMMODITY CODE 9526415					
Cost per Adult	\$650.00	\$750.00	\$795.00	\$900.00	
Cost per Adult X 59= Est. Annual Cost	\$38,350.00	\$44,250.00	\$46,905.00	\$53,100.00	
<b>SUBTOTAL SECTION I:</b>	<b>\$46,330.00</b>	<b>\$49,875.00</b>	<b>\$53,030.00</b>	<b>\$66,600.00</b>	
<b>SECTION II: CREMATION SERVICE</b>					
INFANT (0 TO 6 MONTHS) COMMODITY CODE 9526420					
Cost per Infant	No Charge	\$100.00	No Charge	No Charge	
Cost per Infant X 10= Est. Annual Cost	No Charge	\$1,000.00	No Charge	No Charge	
CHILD (6 MONTHS TO 2 YEARS) COMMODITY CODE 9526425					
Cost per Child	\$10.00	\$100.00	\$200.00	\$245.00	
Cost per Child X 1= Est. Annual Cost	\$10.00	\$100.00	\$200.00	\$245.00	



# ATTACHMENT #2

FORMAL QUOTE NO.: Q-030303



PROJECT NO.: Q-030303  
OPEN DATE: March 18, 2003  
AND TIME: 2:30 P.M.  
  
PRE-BID DATE: N/A  
AND TIME: N/A  
  
LOCATION: N/A

## REQUEST FOR QUOTATIONS

### **TITLE:**

INDIGENT FUNERALS AND CREMATIONS

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**

3434 HANCOCK BRIDGE PKWY, #307  
NORTH FORT MYERS, FL 33903

EARL PFLAUMER, CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 689-7394

**GENERAL CONDITIONS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 689-7385.

**1. SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Quote"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
  
- b. The Quotation shall be submitted in triplicate as follows:
  - 1. The original consisting of the Lee County quotes forms completed and signed.
  - 2. A copy of the original quote forms for the Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
  
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
  
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
  
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
  
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).

- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted to the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County shall be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.



The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed. Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall

serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

**"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."**

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) Anti-Discrimination

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. INSURANCE (AS APPLICABLE)

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

Revised: 5/14/02

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM FOR:  
INDIGENT FUNERALS AND CREMATIONS

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "general Conditions", and the "Detailed Specifications", all of the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

**SECTION I: FUNERAL HOME SERVICE**

**INFANT ( 0 TO 6 MONTHS)**

Cost Per Infant: \$ \_\_\_\_\_ X 14 = Est. Annual Cost \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526405)

**CHILD ( 6 MONTHS TO 2 YEARS)**

Cost Per Child: \$ \_\_\_\_\_ X 1 = Est. Annual Cost \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526410)

**ADULT ( 2 YEARS AND UP)**

Cost Per Adult: \$ \_\_\_\_\_ X 59 = Est. Annual Cost \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526415)

**SUBTOTAL SECTION I: \$ \_\_\_\_\_**

**SECTION II: CREMATION SERVICE**

**INFANT (0 TO 6 MONTHS)**

Cost Per Infant: \$ \_\_\_\_\_ X 10 = Est. Annual Cost \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526420)

**CHILD (6 MONTHS TO 2 YEARS)**

Cost Per Child: \$ \_\_\_\_\_ X 1 = Est. Annual Cost \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526425)

**ADULT (2 YEARS AND UP)**

Cost Per Adult: \$ \_\_\_\_\_ X 98 = Est. Annual Cost \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526430)

**SUBTOTAL SECTION II: \$ \_\_\_\_\_**

**GRAND TOTAL FOR BOTH SECTIONS: \$ \_\_\_\_\_**

**OPTION "A": TRANSPORTATION OUT OF LEE COUNTY**

CHARGE PER MILE: \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526435)

**OPTION "B": EMBALMING FOR MEDICAL SCHOOLS/FACILITIES**

COST PER CHILD: \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526440)

COST PER ADULT: \$ \_\_\_\_\_  
(Lee County Commodity Code # 9526445)

**TOTAL: \$ \_\_\_\_\_**



TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD  
AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

**ANTI-COLLUSION STATEMENT**

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID# or S.S.#: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR:  
INDIGENT FUNERALS AND CREMATIONS**

SCOPE

The purpose of this project is to obtain vendors who will provide, on an annual basis; funeral home, embalming, cremation, and transportation for indigents who die within the confines of Lee County.

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote, or any portion thereof, shall have the option of being renewed for four additional one-year periods, upon mutual agreement of both parties.

PRECEDENCE OF SPECIFICATIONS

In the event of inconsistency with the General Conditions, the Detailed Specifications shall control.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

SUMMARY REPORTS

Upon completion of each six month period of the quote, the awarded vendor shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous six months history, showing at a minimum, the following information:

- 1) Total dollars expended per awarded service (i.e., funeral home, cremation, embalming/transportation);
- 2) Total quantity of each service (i.e., funeral home, cremation, embalming/transportation).

MILEAGE

The mileage fee referred to is not to be construed as a strict mileage reimbursement. But, it is a factor to calculate total cost of service based on distance, including materials, labor and all other things necessary to satisfactorily complete the work.

BASIS OF AWARD

The basis of award for this quote will be the overall low quoter meeting specifications for both sections (the grand total for Section I & II). The evaluation will be based on the extended cost of the estimated annual usage.

STATE AND LOCAL CODES

All specified services shall be performed in accordance with, and meet, all applicable state and local statutes, codes, rules, regulations, and ordinances.

INSURANCE

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide, may be required prior to award.

GENERAL INFORMATION

This quote will be divided into the following sections:

Section I: Funeral Home Service

Section II: Cremation Service

NOTE: Vendors shall be aware that no services detailed in this specification shall be performed without first receiving authorization from the Lee County Department of Human Services.

All services provided under this quote must comply with all rules, laws, and practices of the State Board of Funeral Directors and Embalmers of Florida; as well as all applicable laws and ordinances of Lee County and the State of Florida.

TRANSPORTATION

As directed, the awarded vendor shall provide all needed transportation for the deceased; i.e., transport from the hospital or Medical Examiner's office to funeral home and/or crematorium; transport to cemetery.

VALUABLES

Vendors shall handle all valuables the deceased may have in their possession in the following manner:

- 1) Personal items (i.e., jewelry) shall be made available to the family of the deceased;
- 2) Assets such as cash, bank account documents, etc. shall be made available to the Lee County Department of Human Services for probate.

DILIGENT SEARCH

The awarded vendor shall perform a diligent search for surviving members of the family of the deceased.

This search shall be kept to a reasonable length of time, as Lee County desires that the entire burial or cremation process take no longer than five (5) days to complete.

NOTE: Lee County is aware that extenuating circumstances may dictate that the overall process take more than 5 days to complete. Should these circumstances occur, it shall be the awarded vendor's responsibility to notify the Lee County Department of Human Services of same, and obtain the Department's approval of a time extension.

SERVICE CHANGES

In the event the required service changes after the process has begun, i.e., the family requests that the deceased be cremated rather than buried, Lee County will pay the prevailing service rate.

SERVICE COORDINATION

It shall be the responsibility of the awarded funeral home and/or crematorium to coordinate the necessary arrangements with the awarded cemetery.

SPECIAL SERVICES

The deceased may, on occasion, be buried in a cemetery other than the facility awarded by Lee County (i.e., Florida National Cemetery in Bushnell); and special services may be provided. For example, in the event that the deceased is transferred to Florida National Cemetery, a grave marker will not be required as it is provided by the cemetery for veterans. It shall be the awarded vendor's responsibility to determine, through the Lee County Department of Human Services or the cemetery, what special services/items may be provided by the accepting facility on a case-by-case basis.

DOCUMENTATION

The awarded vendor shall be responsible for filing, with the appropriate agencies, all of the required documentation pertaining to the service performed, including:

- 1) Burial Transit Permit;
- 2) Death Certificate (uncertified);
- 3) Cremation Authorization;
- 4) Social Security Form/Proof of Death;
- 5) Medical Examiner Authorization to Cremate, (NOTE: the Medical Examiner will waive the cremation fee for all County cremations).

Copies of all applicable documentation shall be furnished to the Lee County Department of Human Services for each service performed.

NOTE: It is the responsibility of the awarded vendor to obtain, file, and supply to Lee County all of the necessary documentation. The omission of an item from the above list does not relieve the vendor of this responsibility; further, vendors shall bring such an omission to the attention of Lee County Purchasing and Lee County Department of Human Services in a timely fashion.

SECTION I: FUNERAL HOME SERVICE

The funeral home service shall consist of preparing the deceased for burial. Embalming should be performed, if required.

Lee County desires a closed casket with no viewing period.

A "flat-top" casket (pressed wood), meeting the minimum requirements set by area cemeteries, shall be used for all deceased persons processed under this quote.

The funeral home shall be responsible for furnishing a temporary grave marker for the grave site.

An unsealed concrete grave liner is required for all indigent burials. (All "setting fees" shall be included in the quoted prices.)

SECTION II: CREMATION SERVICE

Lee County desires direct disposal of the body via cremation. There will be no viewing period or service of any kind.

All vendors quoting on cremation services shall have a valid Direct Disposer License for cremation.

It shall be the responsibility of the awarded vendor to notify Lee County immediately of any changes in the incinerator site.

All cremations performed under this quote shall be in accordance with Chapter 470 of the Florida Statutes.

Further, the following scenarios shall be handled in accordance with Florida Statute 470.0255:

- 1) The family of the deceased is not available to make its wishes known for the disposal of the cremains;
- 2) The cremains are not claimed;
- 3) The eventual disposal of the cremains.

The awarded vendor shall provide a temporary all-purpose urn, which is suitable for shipping.

Should the family of the deceased desire to have the cremains buried, the awarded vendor shall provide an unsealed concrete liner for use when burying the urn. (All "setting fees" shall be included in the quoted prices.)

PRICES

If the awarded vendor receives during the life of the contract period an increase in prices from their supplier for items quoted to Lee County, the vendor may request from Lee County, in writing, an increase in the amount that equals the percentage increase passed on by their supplier. A letter from the awarded vendor's supplier and/or manufacturer documenting the amount and cause of the price increase must accompany the request.

Any request for a price increase must be reviewed and approved by both the Purchasing Division and the Human Services Department. All documentation necessary to review and analyze the request must be submitted to the Purchasing Division. A request for a price increase will only take effect after being authorized (in writing) by the Purchasing Division.

OPTION "A": TRANSPORTATION OUT OF LEE COUNTY

Lee County may require transportation of the deceased to cemeteries, or State medical schools, or medical facilities, within the state of Florida; i.e., Florida National Cemetery in Bushnell; the State Anatomical Board in Miami; etc.

Please provide your charge per mile (round trip from your facility) to destinations outside of Lee County in the space provided on the Proposal Quote Form.

OPTION "B": EMBALMING FOR MEDICAL SCHOOLS/FACILITIES

Lee County may, on occasion, require that the deceased be prepared for acceptance by a State medical school or medical facility; i.e., the State Anatomical Board in Miami.

The preparation for a medical school or facility shall include embalming. All embalming shall be arterial only, and performed in accordance with Florida Statute 470 and the requirements of the medical school/facility. It shall be the vendor's responsibility to contact the medical school/facility for its specific requirements.

Please provide your price per child and adult for arterial embalming in the space provided on the Proposal Quote Form.

NOTE: All other requirements detailed in this specification; i.e., diligent search, documentation, etc.; shall be performed as part of Option "B" as applicable.

The right to award and utilize Options "A" and "B" will be at Lee County's sole discretion. For logistical purposes, Lee County reserves the right to award Options "A" and "B" to the same vendor awarded "Section I" of this quote.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.



GUIDE "E"

INSURANCE REQUIREMENTS FOR SERVICE

<b>Your certificate of insurance must meet the following requirements</b>	
<b>Requirement #1:</b>	<b>The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.</b>
<b>Requirement #2:</b>	<b>Certificate holder shall be listed as follows:</b>  <b>Lee County Board of County Commissioners C/O Lee County Purchasing P.O. Box 398 Fort Myers, FL 33902</b>
<b>Requirement #3:</b>	<b>Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.</b>

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a service such as but not limited to lawn maintenance, janitorial, painting, carpentry, moving, equipment service or repair.

Worker's Compensation

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employees liability will have minimum limits of:

- \$100,000 per accident
- \$500,000 disease limit
- \$100,000 disease limit per employee.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

Morticians/Funeral Directors Professional Liability

\$500,000 combined single limit (CSL)

Business Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)

\$300,000 bodily injury per occurrence (BI)

\$100,000 property damage (PD) or

\$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 10/18/00

**ATTACHMENT A**  
**LOCAL VENDOR PREFERENCE QUESTIONNAIRE**  
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

**PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)**

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

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2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

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**PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)**

1. How many employees are available to service this contract? \_\_\_\_\_
2. Describe the types and amount of equipment you have available to service this contract.

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

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4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

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LEE COUNTY PURCHASING SERVICES - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal. Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. The mailing envelope has been addressed to:
 

<b>MAILING ADDRESS</b>	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing	Lee County Purchasing
P.O. Box 398	or 3434 Hancock Bridge Pkwy #307
Ft. Myers, FL 33902-0398	N. Ft. Myers, FL 33903
- 12. The mailing envelope **MUST** be sealed and marked with:  
Quote Number  
Opening Date and/or Receiving Date
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 14. If submitting a "NO BID" please write quote number here

and check one of the following:  
 Do not offer this product       Insufficient time to respond.  
 Unable to meet specifications (why)  
 Unable to meet bond or insurance requirement.  
 Other: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

# ATTACHMENT #3

FORMAL QUOTE NO.: Q-030303

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM FOR:  
INDIGENT FUNERALS AND CREMATIONS

DATE SUBMITTED: March 18, 2003

VENDOR NAME: Harvey-Engelhardt-Metz Funeral Home & Crematory

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "general Conditions", and the "Detailed Specifications", all of the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

## SECTION I: FUNERAL HOME SERVICE

### INFANT (0 TO 6 MONTHS)

Cost Per Infant: \$ 375.00 X 14 = Est. Annual Cost \$ 5250.00  
(Lee County Commodity Code # 9526405)

### CHILD (6 MONTHS TO 2 YEARS)

Cost Per Child: \$ 375.00 X 1 = Est. Annual Cost \$ 375.00  
(Lee County Commodity Code # 9526410)

### ADULT (2 YEARS AND UP)

Cost Per Adult: \$ 750.00 X 59 = Est. Annual Cost \$ 44,250.00  
(Lee County Commodity Code # 9526415)

SUBTOTAL SECTION I: \$ 49,875.00

**SECTION II: CREMATION SERVICE**

**INFANT (0 TO 6 MONTHS)**

Cost Per Infant: \$ 100.00 X 10 = Est. Annual Cost \$ 1,000.00  
(Lee County Commodity Code # 9526420)

**CHILD (6 MONTHS TO 2 YEARS)**

Cost Per Child: \$ 100.00 X 1 = Est. Annual Cost \$ 100.00  
(Lee County Commodity Code # 9526425)

**ADULT (2 YEARS AND UP)**

Cost Per Adult: \$ 375.00 X 98 = Est. Annual Cost \$ 36,750.00  
(Lee County Commodity Code # 9526430)

SUBTOTAL SECTION II: \$ 37,850.00

GRAND TOTAL FOR BOTH SECTIONS: \$ 87,725.00

**OPTION "A": TRANSPORTATION OUT OF LEE COUNTY**

CHARGE PER MILE: \$ 1.50 loaded mile  
(Lee County Commodity Code # 9526435)

**OPTION "B": EMBALMING FOR MEDICAL SCHOOLS/FACILITIES**

COST PER CHILD: \$ 150.00  
(Lee County Commodity Code # 9526440)

COST PER ADULT: \$ 250.00  
(Lee County Commodity Code # 9526445)

TOTAL: \$ 400.00





Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME Harvey-Engelhardt-Metz Funeral Home & Cremato

BY (Printed): Robert D. Sheehan

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

TITLE: General Manager

FEDERAL ID# or S.S.#: 76-0386580

ADDRESS: 1600 Colonial Boulevard  
Fort Myers, Florida 22907

PHONE NO.: 239-936-2177

FAX NO.: 239-936-1479

CELLULAR PHONE/PAGER NO.: 239-470-2911

LEE COUNTY OCCUPATIONAL LICENSE NO.: 023392

E-MAIL ADDRESS: rsheehan@carriageservices.com

# ATTACHMENT #

MEMORANDUM  
FROM  
THE DEPARTMENT OF  
HUMAN SERVICES

DATE: March 31, 2003

TO: Earl Pflaumer  
Purchasing

FROM: Susan Oliver  
Program Manager

RE: Burial Quote Q-030303

It is my understanding that it is recommended that Harvey-Engelhardt-Metz Funeral Home and Crematory be accepted as the vendor for the above quote. We have reviewed the quotes and are in agreement with this decision.

Please proceed with the blue sheet on this. Thank you for your continued assistance with this program.

C: Bill Lawyer