

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
SCHOOL BOARD ADMINISTRATION BUILDING

COMPLETE USING  
TYPEWRITER  
OR  
BALL-POINT PEN  
ONLY.

1450 Northeast Second Avenue  
Miami, Florida 33132



Direct all inquiries to the  
Bureau of Procurement and  
Materials Management.

BUYER NAMED:

I. Arrien

PHONE: (305) 995-2350

TDD PHONE (305) 995-2400

**BIDDER QUALIFICATION FORM**

BID NO. 069-CC07 BID TITLE Collision Damage Repairs-Cars, Light and Medium Trucks

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. ON 2/11/03 IN ROOM 351,  
SCHOOL BOARD ADMINISTRATION BUILDING, 1450 NE 2ND AVENUE, MIAMI, FL. 33132, AT WHICH TIME THEY WILL BE  
PUBLICLY OPENED. BIDS MAY NOT BE WITHDRAWN FOR 180 DAYS AFTER OPENING. (REFER TO INSTRUCTIONS TO  
BIDDERS, para.IV.B.)

THE SUBMISSION OF THE BID BY THE VENDOR, ACCEPTANCE AND AWARD OF THE BID BY THE SCHOOL BOARD OF  
MIAMI-DADE COUNTY, FLORIDA, AND SUBSEQUENT PURCHASE ORDERS ISSUED AGAINST SAID AWARD SHALL  
CONSTITUTE A BINDING, ENFORCEABLE CONTRACT. UNLESS OTHERWISE STIPULATED IN THE BID DOCUMENTS, NO  
OTHER CONTRACT DOCUMENTS SHALL BE ISSUED.

**I. A. BIDDER CERTIFICATION AND IDENTIFICATION. (SEE INSTRUCTIONS TO BIDDERS, para. I. A.2.)**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person  
submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I  
agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with the School Board of  
Miami-Dade County, Florida.

**II. INDEMNIFICATION**

The Bidder shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action,  
loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation,  
attorney's fees and court costs arising out of bodily injury to persons including death, or damage to tangible property  
arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on  
behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnitee,  
excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The  
School Board of Miami-Dade County, Florida and its members, officers and employees.

**III. PERFORMANCE SECURITY. Refer to INSTRUCTIONS TO BIDDERS, para I.A.1., and VI., and check (x) below:**

WHEN PERFORMANCE SECURITY IS REQUIRED I WILL FURNISH A:

Performance Bond \_\_\_\_\_ Check (Cashier's, Certified, or Equal) \_\_\_\_\_

**PLEASE TYPE OR PRINT BELOW**

LEGAL NAME OF VENDOR : \_\_\_\_\_

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

CITY, STATE, ZIP CODE : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) : \_\_\_\_\_ DATE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

NAME (TYPED) : \_\_\_\_\_ TITLE \_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE

## INSTRUCTIONS TO BIDDERS

### I. PREPARING OF BIDS

**A. BIDDER QUALIFICATION FORM** qualifies the bidder and the bid must be completed and submitted as page 1 of the bid.

**1. PERFORMANCE SECURITY.** The form of performance security the bidder will submit, when required to do so, must be furnished. Performance security shall not be submitted with the bid.

**2. BIDDER CERTIFICATION AND IDENTIFICATION.** Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non responsive.

**B. INSTRUCTIONS TO BIDDERS** define conditions of the bid.

**1. ORDER OF PRECEDENCE.** Any inconsistency in this bid shall be resolved by giving precedence in the following order:

- A. Specifications
- B. Special Conditions
- C. Instructions To Bidders

**2. FOR MWBE designated bids.** The **SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement** and the **MWBE Certification Application** **MUST** be completed and **SUBMITTED** with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non responsive.

**C. BID PROPOSAL FORM** defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

**1. ITEM SPECIFICATION.** Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph IX: Packaging.

**2. PROTEST OF SPECIFICATIONS.** Bidders and proposers may file letters of protest which shall serve as a notice of protest, with the School Board Clerk, and the Bureau of Procurement and Materials Management, within 72 hours prior to the date and hour specified in the Bidder Qualification Form for receipt of bids. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant to § 120.569 and 120.57, Fla., Stat., by filing a formal written protest within 10 days after filing the notice of protest. Petitions for hearing on protests pursuant to § 120.569 and 120.57, Fla., Stat., must be filed in accordance with School Board Rule 6Gx13- 8C.1.064. Failure to file a timely notice of protest or failure to file a timely formal written protest shall constitute a waiver of the proceedings. This provision supersedes and governs over any conflicting provision in this document.

**3. PRICES.** Prices are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, **UNIT PRICE** quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and bears freight charges. Bidder owns goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in **BID PROPOSAL FORMS** and there received by the designated agent of the Board.

**4. TAXES.** The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board owned real property as defined in Chapter 192 of the Florida Statutes.

### II. SUBMITTING OF BIDS

**A. BID FORMS AND ENVELOPES.** Bids must be submitted on forms furnished by the Board and in sealed envelopes. Envelopes must be clearly marked with bid number, bid title and bid opening.

**B. ERASURES OR CORRECTIONS.** When filling out the bid proposal form, bidders are required to use a typewriter or complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

**C. PLACE, DATE AND HOUR.** Bids shall be submitted by U.S. Mail, Courier/Express Service, or deposited in the **BID BOX** located in Room 351, 800 A.M. to 4:30 P.M., Monday through Friday, **SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132.** Bids received after the date and hour specified in the **BIDDER QUALIFICATION FORM** will not be considered.

**D. PUBLIC ENTITY CRIMES. Section 287.133(2)(b) Florida Statute.** 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid 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 contractor, supplier, subcontractor, 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 Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

**E. SUBMITTING A "NO BID."** If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times may result in your company being removed from the School Board's bid list.

**F. AVAILABILITY OF BID INFORMATION.** Immediately following the public opening, bids will be read, upon request, and then compiled in a tabular form, a copy of which will be available for examination in Procurement Management and Materials Testing.

### III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids or Request For Proposals, or other solicitations may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Associate Superintendent, Bureau of Procurement and Materials Management, determines in writing that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; and
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited, via facsimile or mail and bids or proposals returned to the vendor unopened.

C. The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any re-solicitation on any future procurements of similar supplies, services, or construction.

#### IV. CHANGE OR WITHDRAWAL OF BIDS

**A. PRIOR TO BID OPENING.** Should the bidder desire to change or withdraw his/her bid he/she shall do so in writing. This communication is to be received by the District Director, Division of Procurement Management and Materials Testing, Room 364, School Board Administration Building, prior to date and hour of bid opening. The bidder's name, the bid number, the bid title and the date the bid is due must appear on the envelope.

**B. AFTER BID OPENING.** After bids are opened, they may not be changed, nor withdrawn for 90 days after the determined opening date unless otherwise specified on the "BIDDER QUALIFICATION FORM."

**C. FAILURE TO ACCEPT BID AWARD.** Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages an amount equal to 5% of the unit price bid times the quantity, or \$10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

#### V. AWARDS

**A. RESERVATION FOR REJECTION OR AWARD.** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

**B. AWARD RECOMMENDATION.** Bidder/Proposer information phone lines have been established in Procurement Management. Bidders/proposers may call 995-1375, each Friday, to be advised of the recommended bidders or proposers and the time it is contemplated that the recommendation will be made. This information will be provided by school system staff as available. In no case will information as to a recommended bidder/proposer be available later than the Friday preceding the week when the award is scheduled to be made by the School Board or the Superintendent.

Bidders and proposers may file letters of protests, with the School Board Clerk, within 72 hours after the posting of the bid tabulation or receipt of notice of the Board's decision or intended decision. The letters of protest will be reviewed by the Bureau of Procurement and Materials Management and will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the bidder is not satisfied with the response to the protest, he/she may invoke the provisions of §§ 120.569 and 120.57, Fla. Stat. Petitions for hearings on protests pursuant to §§ 120.569 and 120.57, Fla. Stat., must be filed in accordance with School Board Rule 6Gx13-8C-1.064. Protests filed later than the date specified herein shall constitute a waiver of proceedings under Chapter 120 Florida Statutes. This provision supersedes and governs over any conflicting provision in this document.

**C. OFFICIAL AWARD DATE.** Awards become official when made unless otherwise specified in the award recommendation.

**D. PURCHASE ORDERS.** Purchase orders mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered in default of the contract and subject to the default provisions stated in Instructions to Bidders, Section V. E.

**E. DEFAULT.** In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardees shall pay to the Board as liquidated damages an amount equal to 10% of the unit price of the item(s) awarded, times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order has been issued or \$100, whichever is greater. Where no performance bond or check has been required, each awardee who fails to pay the liquidated damages within 15 days after it is invoked shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board.

Bidders who are determined ineligible may request a hearing pursuant to §120.569 Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

The Board reserves the right to waive liquidated damages/loss of eligibility.

F. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

#### VI. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

**A. PURPOSE.** A performance bond or check may be required to guarantee performance.

**B. BONDING COMPANY.** Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

##### 1. Awards Greater than \$100,000

A minimum rating in the latest revision of Best's Insurance Reports of:

Contract Amount	Minimum Rating by A.M. Best
\$ 500,000.01 to \$2,500,000	None
\$2,500,000.01 to \$5,000,000	B + or NA-3
	No Minimum Class
\$5,000,000.01 to \$10,000,000	A- Class IV
\$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

##### 2. Awards of \$100,000 or Less

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VI.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

**C. AMOUNT.** When required as defined therein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than \$200,000 shall be exempt from performance security.

2. Performance security shall not be required unless otherwise defined in the bid specifications. If Performance security is required, it shall equal 100% of the award amount.

**D. RELEASE OF PERFORMANCE SECURITY.** Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

#### VII. SAMPLES.

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures.

**A.** All samples must be identified with the bidder's name, bid number, item number, and product name and number. Where non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

**B.** All samples are to be delivered within 7 calendar days after receipt of notification from buyer, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples by the date and time indicated by the buyer, the bid submitted for that item may not be considered for award.

**C.** Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

Revised February 2001

D. Samples should be delivered to the following address:

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
MATERIALS TESTING AND EVALUATION  
7040 West Flagler Street  
Miami, Florida 33144  
Telephone Number: (305) 995-3290

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the Bid.

E. **PAYMENT FOR SAMPLES.** The Board will buy no samples and will assume no cost incidental thereto.

F. **RETURN OF SAMPLES.** Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. **EVALUATION AND TEST RESULTS.** Interested bidders should contact the buyer, prior to the recommendation for award, to determine whether the item(s) submitted complies with the specifications requirements. If the item(s) does not comply, the buyer will advise the bidder to contact Materials Testing and Evaluation for further details.

VIII. **SUBSTITUTIONS.** Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through the Bureau of Procurement and Materials Management, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

**IX. PACKAGING**

A. **TYPE.** If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. **CONTAINER IDENTIFICATION.** The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. BID NUMBER AND/OR PURCHASE ORDER NUMBER
2. VENDOR'S NAME AND/OR TRADEMARK
3. NAME(S) OF ITEM(S) CONTAINED
4. ITEM NUMBER(S) WITH QUANTITY(IES)

**X. PURCHASES BY OTHER PUBLIC AGENCIES.**

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Metropolitan Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

**XI. RECYCLING REQUIREMENTS.**

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating whether each item bid and/or its packaging contain pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

**XI. ENVIRONMENTAL PRODUCTS.**

Miami-Dade County Public Schools encourages the use of environmentally safe products.

**XII. DELIVERY AND BILLING**

A. **DELIVERY.** Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. **RECEIVING INSPECTION AND TESTING.** Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor at no cost to the purchaser.

C. **INVOICES.** Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment each invoice must show the following information which appears on the Purchase Order:

- |  |                      |
|--|----------------------|
| 1. Purchase Order Number                   | 2. Item Descriptions |
| 3. Quantities and Units                    | 4. Price Extensions  |
| 5. Total Price of all items on the invoice |                      |

D. **PAYMENT.** Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder unless otherwise requested in writing by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder.

**XIV. NO GRATUITY POLICY.**

It is the policy of the Bureau of Procurement and Materials Management not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

**XV. COMPLIANCE WITH FEDERAL REGULATIONS**

A. All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(f) and Section 85.510 Code of Federal Regulations and are included by reference herein. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the vendor shall immediately notify the Associate Superintendent, Bureau of Procurement and Materials Management, in writing.

Vendors will also be required to provide access to records which are directly pertinent to the contract and retain all required records for three years after the grantee (The Board), or subgrantee makes final payment.

B. For all contracts involving Federal funds in excess of \$10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience by issuing a certified notice to the vendor.

**XVI. DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

## ADDITIONAL INSTRUCTIONS TO BIDDERS FOR FOOD BIDS

### I. PREPARING OF BIDS

**A. BIDDERS RESPONSIBILITY.** Each bidder shall carefully examine the Instructions to Bidders, specifications, Special Conditions listed and the number of schools to be served. It shall be the responsibility of the bidder to be fully informed as to the number and widespread locations of school. This will be of vital importance to assure the required schedule deliveries arrive on time.

### II. AWARDS

**A. BASIS FOR AWARDS.** The awards of all items on this bid will be made on the basis of low bid meeting specifications, when the portion cost is within the acceptable cost range as determined by the Department of Food and Nutrition.

Award of items using USDA D/F Commodity are made conditional to the successful vendor submitting a current copy of either the commodity processing contract approved by the State of Florida HRS or National Commodity Processing, or a current copy of the signed agreement of their proposed contract that has been submitted and is pending approval.

**B. AWARD OF FOREIGN PRODUCTS.** Items and/or products grown, produced and processed in the United States or its territories will be considered for award purposes. Metal cans must be welded to insure no lead is utilized. Cans must be soldered. Foreign products will not be considered if a domestic supply is available. If product is not available as produced in the U.S.A., all foreign products must be submitted as an alternate and country of origin must be specified. All wholesomeness as well as grades and origins must be so noted on grade certificates.

All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. lab or Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product will not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

**III. NEW FOOD ITEMS/BRANDS.** Suppliers wishing to have new food items or new brands of existing food items approved for inclusion on our next bid must contact the below named for information concerning the submittal of samples: Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144, Telephone: (305) 995-3230.

**IV. USAGE REPORTS.** The successful vendor(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school location and a summary of monthly totals. This usage report must be submitted by the tenth day of the following month. This report shall be directed to: The Department of Food and Nutrition c/o Planning and Production Coordinator, 7042 West Flagler Street, Miami, FL 33144.

**V. INSURANCE REQUIREMENTS.** Successful vendor(s) are required to have coverage as specified in the indemnity and insurance form. The successful vendor(s) must submit completed certificates of insurance forms within 15 days from notification of award.

**VI. USDA CERTIFICATION DOCUMENT.** Each vendor is required to complete and submit with the bid the U.S. Department of Agriculture Certification form AD-1046 contained herein. Failure to do so may result in the vendor bid not being considered for award. Awards exceeding \$25,000 will not be made to vendors who have not submitted this form for each specific bid.

**VII. NUTRIENT DATA SUBMISSION FORM.** Successful vendors are requested to complete and submit a nutrient data submission form to assist in the gathering of nutrient information. Copies of nutrient data submission forms are included for vendor information.

### VIII. DELIVERY AND BILLING

**A. DELIVERY.** Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments - 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

**B. DELIVERED PRODUCTS.** All products delivered shall be identical to the samples submitted for evaluation, and as awarded to successful vendors.

**C. UNAUTHORIZED DELIVERIES.** The successful vendor(s) will not be authorized to sell and/or deliver any item not listed in this bid. Unauthorized deliveries may result in non-payment of invoices.

**D. SUBCONTRACTING DELIVERY.** The successful vendor(s) may not be permitted to subcontract for the delivery of any item listed in the awards(s) unless stipulated in writing at the time of bid submission, at no additional cost to the purchaser. In such instances, performance responsibility rests completely with the vendor(s) (awardees).

THE BOARD MAY REJECT ANY BID FOR FAILURE BY THE BIDDER TO COMPLY WITH ANY REQUIREMENT STATED ABOVE, IN THE BID PROPOSAL FORM OR IN ATTACHMENTS THEREIN WHICH BECOMES PART OF THE BID.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



SUPERINTENDENT OF SCHOOLS

Revised February 2001

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

<b>BID</b>	069-CC07	<b>BUYER</b>	I. Arrien	<b>PAGE</b>	SC
<b>TITLE</b>	Collision Damage Repairs-Cars, Light and Medium Trucks				

**SPECIAL CONDITIONS**

1. **PURPOSE:** The purpose of this bid, is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for one year from the date of award, and may, by mutual agreement between The School Board of Miami-Dade County, Florida and the awardee, upon final School Board approval, be renewable for **three** additional **one** year periods and, if needed, 90 days beyond the expiration date of the current contract period. The Board, through the Procurement and Materials Management, may if considering to renew, request a letter of intent to renew from the awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of the contract. The successful vendor(s) agrees to this condition by signing its bid.
  
2. **QUANTITIES:** The quantities or usage shown on the Bid Proposal Form are estimates **only**. No guarantee or warranty is given or implied by the Board, as to the total amount that **may** or **may not** be purchased from the resulting contract(s). These quantities are for bidders' information **only**, to aid in determining whether they will be able to supply the amounts which may be required by the Board.
  
3. **INSURANCE REQUIREMENTS:** Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), prior to being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.
  
4. **QUALIFICATIONS OF VENDORS:** Award of this contact will be made to all qualified vendors who meet the applicable criteria, as follows:
  - A. Have a fully equipped collision repair shop, as required in this solicitation, and may be verified by an on-site inspection by M-DCPS personnel.
  - B. The company must have a minimum of four (4) full time employees.
  - C. The company must be able to show a minimum of at least one (1) year of experience in body work repair, refurbishment and painting.
  - D. Have a facility size of at least 2,500 square feet which will allow for two standard size cars to be worked on completely inside.
  - E. The facility must have a spray booth large enough to accommodate cars, light and medium trucks, as applicable.
  - F. The facility must provide security in the form of a fenced locked lot, or the inside of a secure building, for no less than two (2) standard sized vehicles will be defined as a 1996 Ford Crown Victoria Police Car.
  - G. Facility must be located within the boundaries of Miami-Dade County, Florida.
  
5. **QUALIFYING OF BIDDERS AND ASSIGNMENT OF WORK:** These bidders shall be qualified during the bid evaluation process to participate in periodic work assignments that are identified by M-DCPS, on an as needed basis. When such work assignments are identified, the qualified vendors shall receive notification for a quotation/estimate; review the written specifications regarding the work to be accomplished, inspect the work area, and offer an itemized price, based on the labor rate and the materials to be provided. The vendor offering the lowest fixed price shall be

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

<b>BID</b>	069-CC07	<b>BUYER</b>	I. Arrien	<b>PAGE</b>	SC2
<b>TITLE</b>	Collision Damage Repairs-Cars, Light and Medium Trucks				

**SPECIAL CONDITIONS CONTINUED**

awarded the specific work assignment. The award of a specific work assignment to one (1) vendor does not preclude the ability of the remaining qualified vendors or the awarded vendor, from submitting offers for other work assignments.

Vendors who have been qualified for this bid, and fail to perform satisfactorily, as determined by M-DCPS personnel, will be dropped from this bid's list of qualified vendors. Selection of vendor to be solicited for job quotation shall be performed by M-DCPS Personnel and shall be rotated alphabetically. At least three (3) qualified vendors shall be contacted for quotation for each work assignment. Of the three (3) vendors to be contacted, at least one (1) shall be a minority, if possible. All work assigned during the contract period will be on an "as needed" basis, complying with notification requirements.

6. **ISSUANCE OF PURCHASE ORDER:** Issuance of a purchase order is contingent upon the receipt of the required insurance documents, within the specified time frame, prior to School Board approval.
7. **WARRANTY:** All labor, materials, supplies, paints, parts, etc. supplied by the vendor will be covered by at least a one (1) year unconditional guarantee by the vendor or manufacturer's warranty whichever is greater as follows:
  - A. All collision damage repairs or refurbishment work, including paint, shall be guaranteed for one (1) year against peeling, cracking, fading, or not maintaining OEM quality, chipping, rusting fillers coming loose, and other defects in materials or workmanship. Any such repairs, work, paint or material becoming defective will be corrected to the satisfaction of M-DCPS, at no added cost.
  - B. Refusal of the vendor to honor the above guarantee, upon request, shall be considered as justifiable grounds for default procedures.
8. **ADDITIONAL CHARGES:** There will be no service charges or travel time charges allowed.
9. **STANDARDS COMPLIANCE:** All service to be performed under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the Office of Safety and Health Administration (OHSA), The National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
10. **PARTS LIST(S):** Vendors awarded this contract shall submit to M-DCPS, upon request, all body parts lists and price lists they will be using.
11. **LICENSE, PERMITS AND FEES:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this bid performance and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on M-DCPS or the bidder for failure to obtain required licenses or permits, fines shall be borne by the bidder.

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

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<b>TITLE</b>	Collision Damage Repairs-Cars, Light and Medium Trucks				

**SPECIAL CONDITIONS CONTINUED**

12. **REPAIR STANDARDS:** As no two vendors will complete their work in the same manner, they may not assess the damage to a vehicle in the same degree, causing their quotation of labor and parts bid to vary. However, the quality of the finished work must equal all of the best standards of the collision repair industry as to preparation of metals for repair, primer and paint standards, and finished quality of the repairs. The successful Contract Vendor will be required to consistently produce the best quality of work using modern facilities, methods, paints and repair techniques performed by individuals knowledgeable and skilled in collision repairs, so the repair(s) confirm with the original body alignment and contours, as well as matching existing paint textures and colors. Where collision damaged has caused structural damage or frame/chassis misalignment of any nature, the Vendor will be required to align the frame using equipment currently used in the industry, with trained personnel, to factory new standard frame, chassis alignment. Vendors will be required to have on their premises the proper welding equipment (gas/arc) and spray booth(s). Frame machine(s) and sandblasting ability may be subcontracted out to companies so designated on the bid proposal.
  
13. **TIME LIMIT FOR MAKING INSPECTION:** Contractor vendors shall make their inspection within 48 hours after being notified of a job to be inspected. Not making an inspection within the required time can cause the job to be awarded to the vendor meeting this requirement at the sole discretion of M-DCPS.
  
14. **TIME LIMIT FOR RETURNING QUOTATIONS:** Vendors should provide a quotation/estimate within 72 hours of being notified of work to be inspected. Failure of a Contract Vendor to submit the quotation within 72 hours from notification will be considered "No Quote" and that Contract Vendor will not be eligible for consideration of award of that repair.

15. **QUOTING:**

For the purpose of quoting work, the awarded vendors shall submit proposals to M-DCPS, itemizing costs, charges and labor rate per hour.

M-DCPS will notify the vendor of each work assignment. The vendor will be given a brief description of the work to be performed and the deadline for submitting the quote. It shall be the responsibility of the vendor to inspect the damages and determine, in detail, all work to be performed before submitting a quotation.

M-DCPS does not require that new materials be used, provided the used materials equal the materials used in the original vehicle, and match the original contours of the vehicle being repaired as to fit and alignment. The vendors should take this into consideration when bidding on this type work. The vendor may bid new materials if they wish, but this decision will be left up to the vendor's professional judgment, noting that all repairs must meet the warranty requirements of these specifications and the standard stated in the repair standard Special Condition #12.

Miami-Dade County Public Schools, at its sole discretion, may provide parts or materials, to be used in the repair of vehicles. Parts that are to be supplied by M-DCPS will be clearly identified at the time of the quote. The vendor will Furnish the labor (to be included with his quote) to properly install and finish the items supplied, as well as any other part, labor, supplies, etc., necessary to produce a finished job.



**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

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**SPECIAL CONDITIONS CONTINUED**

Miami-Dade County Public Schools reserves the right to specify product types of parts and materials to be used in vehicle repairs when requesting quotes.

16. The qualified vendor shall state in their quote, in number of days, the reasonable time it will take them to repair the vehicles quoted on "down time". This "down time", in number of days, shall be included in writing as a part of the quotation. In addition to the price quoted M-DCPS will use the vendor's "down time" quote, as well as, the vendor's past history of conforming to quoted "down time", quality of finished work, history of additional costs and additional "down time" and current quantity of vehicles being repaired by the quoting vendor in deciding to award the job. M-DCPS reserves the right to weigh different factors appropriately to the type of vehicle being quoted and its priority of being returned service.
17. **ADDITIONAL COST:** The awarded vendor shall notify the using department within 72 hours of the awarded job, of any additional labor, parts cost, or "down time" that may be required to repair previously hidden damages.
18. The successful vendor is expected to perform the required work to the following sample types of vehicles:

**AUTOMOTIVE CARS, LIGHT AND MEDIUM TRUCKS**

Passenger Cars  
 Police Cars  
 Trucks up to five (5) ton (with/without tailgate/body assemblies)  
 Vans (passenger/cargo under 10,000 lb., G.V.W.)  
 Utility Trailers (under 10,000 lb., G.V.W.)

19. **PICKUP AND DELIVERY OF VEHICLES:** Miami-Dade Public Schools will be responsible for the safe transport of the vehicle to be repaired from M-DCPS facilities to the repair location, and return upon completion of work.
20. **WORK ACCEPTANCE:** The repaired equipment will be inspected by M-DCPS shop supervisors to determine acceptance of the work and compliance with work specifications and repair standards.
21. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at [dcps.dade.k12.fl.us](http://dcps.dade.k12.fl.us) (click District Offices, then click Procurement Management).

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BID PROPOSAL FORM (FORMAT A)**

**TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA**

<b>BID</b> 069-CC07	<b>BUYER</b> I. Arrien	<b>PAGE</b> SC5
<b>TITLE</b> Collision Damage Repairs-Cars, Light and Medium Trucks		

**SPECIAL CONDITIONS CONTINUED**

22. **OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.
23. **ERASURES OR CORRECTIONS:** When filling out the Bid Proposal Form, bidders are required to use a typewriter or complete bid proposal in ink.
1. Use of pencil is prohibited.
  2. Do not erase or use correction fluid to correct an error.
  3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

# Vendor Information Sheet



1A.

Federal Employer Identification Number

Or

Owner's Social Security Number

1B.

Name of Firm, Individual(s), Partners or Corporation

Street Address

City

State

Zip Code

2. Telephone/Fax/Contact Person

Telephone number

Fax number

Contact Person

E-mail address

R

## 3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship, or joint venture, the full legal name and business address shall be provided for each officer, director, and stockholder or owner who holds, directly or indirectly five percent (5%) or more of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable.**

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

**NOTE:** The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. **Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS.** Vendor applications can be downloaded at: <http://procurement.dadeschools.net>.

## INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of Bid #069-CC07

### INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

### INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Garage Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Such coverage shall include, but not be limited to Garage Keeper's Liability, for all vehicles owned by the Board in the care of the vendor and coverage will include all liability and not be limited to theft and vandalism.
2. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- (a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- (b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools  
Office of Risk and Benefits Management  
1500 Biscayne Boulevard, Suite 127  
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Ms. La-Chane Clark at 305-995-7133.

The School Board of Miami-Dade County, Florida  
 Bid #069-AA07  
 Collision Damage Repairs-Cars, Light and Medium Trucks

**BID PROPOSAL FORM (FORMAT B)**

Type or print in this box the complete name of the bidder:
Bid #069-CC07
Title: Collision Damage Repairs-Cars, Light and Medium Trucks
Buyer: I. Arrien

**PLEASE COMPLETE  
ALL SHADED AREAS**

NAME OF BIDDER:
-----------------

ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	MANUFACTURER & MODEL NUMBER
	<b>VENDOR SHALL INDICATE MANUFACTURER'S WARRANTY, IF GREATER THAN ONE YEAR</b>				
1	<p>Collision damage repair service for cars, light and medium trucks as per attached specifications. To furnish all labor, materials and equipment for repair service at vendor's facility.</p> <p>Labor rate: _____ per hour</p> <p>Discount on new parts: _____ % off manufacturer's list price, or</p> <p>Manufacturer's dealer cost plus:</p> <p>Used materials at: Cost plus _____ % (proof of cost may be required)</p>				

**Collision Damage Repairs-Cars, Light and Medium Trucks**  
**Bid #069-CC07**  
**Specifications**

**Repair Requirements**

The Contract Vendor shall submit their quote including, but not limited to, the following repairs, supplying materials, supplies and paints as required.

1. Mask protect or remove, all chrome, glass, lighting equipment, and any other vehicle components or accessories that could be damaged while making repairs.
  2. Protect mechanical, hydraulic, or any attached lifting, hoisting, or other devices that could be damaged while making repairs to the vehicle.
  3. Make all necessary adjustments, align doors, hood decks, trucks, fenders or other body components such as hinges, latches, etc., that are not damaged, but would require such labor to produce a finished job.
  4. Align frame, when structural or other damage has affected the alignment of same.
  5. Align front and/or rear ends (caster, clamber, and toe-in etc.) when collision damage has affected them.
  6. Remove and replace all items furnished by M-DCPS as part of or supplemental to the collision repairs.
  7. Reapply rustproofing and undercoating in any repaired areas which originally had this type of protection.
  8. Recover seat(s), arm rest(s), headliner, etc., if so requested by the Shop Supervisor originating the work.
  9. Where applicable, reset and/or repair or restore any active or passive restraint systems such as seat and shoulder harnesses, air bag systems and/or ABS braking systems to fully functional OEM new equipment factory standards.
- Note:** If this or any other work type is to be done by Subcontractor you must identify these Subcontractors.
10. Quote on General Refurbishments as requested.
  11. The M-DCPS reserves the right to refuse award of any work quoted if deemed in its best interests.
  12. The M-DCPS reserves the right to do any portion, or all of the work available under this contract itself.

**Collision Damage Repairs-Cars, Light and Medium Trucks**  
**Bid #069-CC07**  
**Specifications**

13. The contract vendor shall not perform, or bill for, any additional work until he has received the prior approval from the using department. Should the using department not agree with the contract vendor's projected charges or "down time" for hidden charges, then M-DCPS may, at its sole discretion, remove the vehicle from the contract vendor's repair facility and have the vehicle re-quoted. M-DCPS's only liability in this occurrence would be for work already performed. Approved additional costs shall be itemized on an invoice, separate from the original quote and plainly labeled "hidden damages". Work for "hidden damages" is not authorized until a separate quoted labeled "hidden damages" has been signed-off on by the using department.