

FILED

MAY 25 2012

Joe Aiello
Sangamon County Clerk

Resolution # 8-1

WHEREAS, Sangamon County has approximately 200 cars, pick ups, SUVs and vans; and

WHEREAS, Sangamon County, on average, has spent approximately \$57,400 per year during the past five fiscal years on body work repairs for these vehicles; and

WHEREAS, in order to ensure that such repair services are procured in a competitive and cost effective manner, Sangamon County issued a "Request for Proposals "(RFP) in February 2012 soliciting proposals for body repair services from local vendors: and

WHEREAS, a team consisting of representatives from the Sheriff's Office, Auditor's Office and the County's claims service reviewed each response to the RFP and performed site visits of each respondent's place of business; and

WHEREAS, the review team ranked Kim's Autobody, Inc. as the highest scoring respondent to the RFP based on criteria including pricing, size, location/security, condition of facilities and reputation, and recommends the award of a one year contract to Kim's Autobody, with an option to renew this contract for one additional year; and

WHEREAS, the results of the review team's evaluation have been presented to the Civil Liabilities Committee, which concurs with the team's recommendation.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 12th day of June 2012, approves the award of a contract with Kim's Autobody, Inc., for vehicle body repair services for County-owned vehicles and licensed vehicles having a gross weight under 8,000 pounds for which the County has made agreement with the vehicle owner for repair. The County Administrator is authorized to execute the agreement with Kim's Autobody, Inc. for its services.

Submitted By
Civil Liabilities Committee

Miguel, Chairman

Li Moore, Member

[Signature], Member

_____, Member

[Signature], Member

_____, Member

[Signature], Member

[Signature], Member
[Signature]

RECEIVED

MAY 17 2012

Paul Palazzolo
SANGAMON COUNTY AUDITOR

VEHICLE BODY REPAIR SERVICES AGREEMENT

This Vehicle Body Repair Services Agreement is made this _____ day of _____, 2012, between Sangamon County, (hereinafter the County) and Kim's Autobody, Inc. (hereinafter Kim's Autobody) for vehicle body repair services to be provided by Kim's Autobody for all County vehicles or vehicles for which the County has made agreement with the vehicle owner for repair that are licensed vehicles having a gross weight under 8000 lbs.

1. TERMS AND CONDITIONS

In consideration of the fees set forth herein, Kim's Autobody agrees that it will provide to the County vehicle body repair services according to the terms and conditions set forth in "Exhibit 1" (Sangamon County RFP) and "Exhibit 2" (Kim's Autobody response), attached hereto and incorporated herein in their entirety.

2. FEES

The hourly rates for Kim's Autobody's vehicle body repair services for all County vehicles or vehicles for which the County has made agreement with the vehicle owner for repair that are licensed vehicles having a gross weight under 8000 lbs will be:

- a. Body and refinishing repair - \$50.00 per hour
- b. Frame repair - \$55.00 per hour
- c. Mechanical repair - \$55.00 per hour
- d. Paint and material repair - \$ 32.00 per hour

Payments to Kim's Autobody shall be made by the County within forty (40) days of the County's receipt of the work completion bill.

3. RELATIONSHIP OF THE PARTIES

A. The relationship of the parties is that of independent contractors. Neither Party shall be deemed to be the legal representative of the other. No agent, employee or servant of Kim's Autobody shall be considered an agent, employee or servant of the County. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local taxes.

B. None of the benefits (including but not limited to, compensation, insurance, disability insurance, employees' pension plan, employee welfare benefit plan, unemployment insurance, vacations or leave) provided (whether presently or in the future) by the County to its employees are available to Kim's Autobody, its agents, employees or servants. The parties do not intend,

under this Agreement or otherwise, or create or maintain any benefits or rights for any Kim's Autobody agents, employees or servants.

C. Kim's Autobody shall supervise, direct and control its employees, including selecting, hiring, firing, training, setting and paying wages, benefits, worker's compensation, FICA and unemployment taxes. Employees shall be subject to discharge and discipline by Kim's Autobody only. The County shall have no obligation or right to supervise, direct, discharge or discipline Kim's Autobody's agents, employees or servants.

4. TERM

This Agreement shall have a term beginning thirty (30) days following the date of its execution and continue for one (1) year, with a one-year option for renewal to be exercised within sixty (60) days prior to the last day of the initial contract term if agreeable to both parties, unless terminated in the manner hereinafter indicated.

5. TERMINATION

The County may terminate this Agreement at any time by thirty (30) days written notice to Kim's Autobody. Kim's Autobody may terminate this Agreement on the last day of any contract year by written notice to the County at least sixty (60) days prior to such date.

6. REPRESENTATIONS AND WARRANTIES

A. During the term of this Agreement, Kim's Autobody represents and warrants to the County that the services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with accepted standard practice by members of the same profession and will be free of material defects.

B. Kim's Autobody warrants and represents that it is duly organized and validly existing and in good standing under the laws of the state of its incorporation and formation. Each party warrants and represents that: (i) this Agreement has been duly authorized for execution, and (ii) each party has and will have all rights, titles, licenses, permission and approvals necessary to enter into and engage in the transactions and the performance of the services contemplated herein.

7. FORCE MAJEURE

Neither party shall be deemed in default of any provision of this Agreement or liable to the other for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the party's reasonable control, such as the other party's failure to furnish necessary information, acts or omissions of the other party or breaches of this Agreement by the other party (provided that the party which is unable to perform has provided the other party with reasonable notice of such non-performance and has used commercially reasonable efforts to perform

notwithstanding such acts, omissions or breaches by the other party), war (whether an actual declaration thereof is made or not), terrorism, sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), embargoes, judicial action, labor dispute, accident, fire, explosion, flood storm or other act of God, shortage of labor, fuel or raw materials, machinery or technical failures. Any delay resulting from force majeure shall correspondingly extend the time for performance.

8. GENERAL

A. Captions – Captions contained in this Agreement are for convenient reference and do not constitute part of this Agreement.

B. Construction – None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

C. Notice – Any notice required or permitted to be sent under this Agreement shall be in writing and shall be delivered by hand or mailed by certified mail, return receipt requested, or sent by reliable overnight carrier to the address of the parties set forth in this Agreement.

D. Successors and Assigns – This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

E. Severability – If any of the provisions of this Agreement are declared invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

F. Governing Law: Jurisdiction and Venue – This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. The parties hereby consent to the exclusive jurisdiction of the venue in any state court of competent jurisdiction located in Sangamon County in the State of Illinois for the adjudication of any disputes arising under this Agreement.

G. Modification – No modification, amendment, waiver, or discharge of this Agreement shall be valid unless in writing and signed by an authorized representative of both parties.

H. Entire Agreement – This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. The terms and conditions of any purchase orders or other ordering documents issued by the County in connection with services performed hereunder shall be void and of no effect and shall not be binding on Kim's Autobody unless expressly agreed to in writing by an authorized representative of Kim's Autobody. The term "this Agreement" as used herein includes any future written amendments, modifications or supplements made in accordance herewith.

THE PARTIES ACKNOWLEDGE THAT THEIR AUTHORIZED REPRESENTATIVES HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Accepted by:

Accepted by:

KIM'S AUTOBODY, INC.

SANGAMON COUNTY

Authorized Signature

Authorized Signature

Name – Type or Print

Name – Type or Print

Title

Title

Date

Date

BIDDER'S COMPANY NAME:

SANGAMON COUNTY

Springfield, IL

REQUEST FOR PROPOSALS

FOR

**VEHICLE BODY REPAIR SERVICES FOR SANGAMON
COUNTY RELATED VEHICLES**

Issue Date: February 21, 2012 at 9:00 a.m.

Submittal Due Date: March 9, 2012 at 12:00 p.m.

Bid Open Date: March 12, 2012 at 11:00 a.m.

Contact Person:

Bradley Hammond
Sangamon County Auditor's Office
200 South Ninth Street, Room 204
Springfield, Illinois 62704
217-753-6630
Bradleyh@co.sangamon.il.us

EXHIBIT 1

**OFFICIAL NOTICE FOR
VEHICLE BODY REPAIR SERVICES FOR COUNTY OF SANGAMON**

Sealed proposals will be received by Sangamon County until March 9, 2012 at 12:00 p.m. in the Sangamon County Auditors Office at 200 S. Ninth Street, Room 204 Springfield, Illinois.

Request for Proposals may be picked up (at the address below) or requested in writing from:

Sangamon County
Auditor's Office
200 South Ninth, Room 204
Springfield, IL 62701

This Request for Proposal outlines the terms of service, scope of services, a description of the project, the selection process and the proposal format.

To be considered, an original and (2) copies of a completed proposal must be received by at the above address. Late proposals will not be accepted. Clearly mark sealed proposals as "RFP VEHICLE BODY REPAIR SERVICES". There is no express or implied obligation for the Sangamon County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

I. PURPOSE

Sangamon County (hereinafter referred to as County) is seeking proposals from interested companies (hereinafter referred to as Bidder) capable of providing vehicle body repair services for all Sangamon County, Sangamon vehicles or vehicles for which Sangamon County has made agreement with the vehicle owner for repair that are licensed vehicles having a gross weight under 8000 lbs. The selection process will involve each Bidder responding to the Request for Proposals (RFP). The County intends to award a negotiated contract to one firm to provide the services and/or

equipment under terms and conditions considered most favorable among those submittals offered. All interested firms may respond to the RFP.

Any communications regarding matters of clarification must be made in writing to the point of contact listed below. All inquiries must be received in writing on or before six (6) working days prior to the submittal deadline, wherein a response, if deemed appropriate to the process, will be answered and forwarded on to all potential Bidders of record.

Contact:

Bradley Hammond
Sangamon County Auditor's Office
200 South Ninth Street, Room 204
Springfield, Illinois 62701
217-753-6630
Bradleyh@co.sangamon.il.us

II. TERMS AND CONDITIONS

- A. Sangamon County reserves the right to reject any and all proposals received as a result of the RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors which County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid. The County reserves the right to reject any bidder who is currently in arrears for any amount owed the County.
- C. The price quotations stated in the bidder's proposal will reflect their actual pricing and will not be subject to any price increase from the date on which the proposal is opened at the County Auditor's Office.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for

revisions. To be considered, **an original proposal and two copies** must be at the County Auditor's Office on or before the time specified.

- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the bidder's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- G. Upon completion of the evaluation process, the County may then enter into a formal contract with the Bidder of award and commence work on the date set by the County.
- H. The Contract shall have a term beginning thirty (30) days following the date of its execution and continue for one (1) year, with a one-year option for renewal to be exercised within sixty (60) days prior to the last day of the initial contract term if agreeable to both parties, unless terminated in the manner herinafter indicated. The County may terminate the Contract any time, by thirty (30) days written notice to Contractor. The Bidder may terminate this Contract on the last day of any contract year by written notice to the owner at least sixty (60) prior to such date.
- I. Payments to the Bidder shall be made by the County within 40 days of receipt of the work completion bill by the County.
- J. The successful Bidder will secure and pay for background checks for its employees and ensure that no persons associated with the repair of County vehicles has been convicted of a felony, or if so convicted, at least five years have passed since completion of sentence as of the effective date of this agreement.

III. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Contractor will comply with all Federal, State, and local regulation, including, but not limited to, all applicable OSHA requirements, Americans with Disabilities Act and Equal Employment Opportunity Act.
- B. Prevailing wage rates: The Contractor agrees all employees assigned to this service will receive prevailing wages.

IV. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Required by the Illinois Department of Human Rights as a material term of all public contracts:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois

Department of Human Rights (the 'Department'), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will initiate the appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or Representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department of the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department Rules.
7. That it will include verbatim or by reference by provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon every subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions or this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.”

With respect to the subcontracts referred to under paragraph 7. of the Equal Opportunity Clause above, the following is an excerpt from the Illinois Administrative Code Title 44, Section 750.5:

SEXUAL HARASSMENT: It is a civil rights violation and an unfair employment practice for any employer, employee or agent of any employer to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer’s employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

The contractor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the contractor’s internal complain process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Illinois Human Rights and the Illinois Human Rights commission; (vi) protections against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Owner upon request.

WORKER’S COMPENSATION: The contractor shall provide and maintain such insurance as will protect the owner, contractor and any subcontractors from claims under the Illinois Workers’ Compensation Act, 820 ILCS 305/1 *et seq*, and against loss by reason of any liability imposed by law for damages on account of injuries or death sustained by any person or persons arising from operations under this Contract carried on by contractor or any of their subcontractors. Said insurance shall be under such policies and forms and in such company or companies as are satisfactory to the Owner, and Certificates of said insurance shall be filed with the Owner. The contractor shall indemnify, keep and save harmless the Owner from all claims, judgments, awards and causes which may in any manner come against the Owner by reason of any accidental injury or death suffered by or arising out of the course of the employment of any of their employees or the employees of any subcontractors employed by them in and about the performance of this contract.

V. INSURANCE REQUIREMENTS

- A. The Contractor will maintain at its own expense during the term of this contract the following insurance:
 1. Workers Compensation Insurance with Illinois Statutory Limits and Employers Liability Insurance.
 2. Commercial General Liability Insurance.
- B. No payments will be made to Contractor until the current Certificates of Insurance have been received and approved by the County. The County requests a certified copy of the Bidder’s insurance policies.
- C. The Contractor shall indemnify and save the County, its agents, employees and its

engineer harmless from and against any and all losses, liability, claims, demands, suits, actions, payment and judgments arising out of, in consequence of or from personal injury or property damage asserted against, brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents, servants or employees in the execution of this work; or by or in consequence of any negligence in guarding the work, but only to the extent of damages directly caused by the negligence of the Contractor.

- D. The contractor shall obtain and keep in force throughout the duration of the work, insurance in such company or companies as are satisfactory to the Owner, insuring the Contractor, servants, and employees against public liability and property damage and the amount of such insurance shall not be less than:

1. Public Liability & Owner's & Contractor's Contingent Liability:

\$1,000,000 per person	Combined Single Limit
\$2,000,000 per accident	Bodily and Property Damage

2. Property Damage:

\$1,000,000 per person	Combined Single Limit
\$2,000,000 per accident	Bodily and Property Damage

3. Automobile Public Liability:

\$1,000,000 per person	Combined Single Limit
\$2,000,000 per accident	Bodily and Property Damage

4. Automobile Property Damage:

\$1,000,000 per accident	Combined Single Limit
\$2,000,000 per aggregate	Bodily and Property

VI. PROPOSAL SPECIFICATIONS

- A. The intent of this document is to provide bidders sufficient information to enable the successful bidder to prepare and submit proposals to provide vehicle repair service for the County. **FAILURE TO ABIDE BY THIS SECTION WILL RESULT IN CANCELLATION OF THE CONTRACT.** The scope of services is to include the following:
1. 24 hour towing and loaner vehicles at no charge for all vehicles referred.
 2. A secure area for storage of County vehicles in the possession of the bidder with no additional cost for storage of said vehicles.
 3. Priority service to repairs on County vehicles with all repairs to be complete within 21 days of approval of parts and labor rate estimates.

4. Provision for a labor rate and parts estimate including use of OEM parts for approval to the County designated Point of Contact for each repair unless specifically waived by the County.
5. Guarantee of all repairs performed by the bidder.
6. A successful bid will include hourly rates for repair services not to exceed the following:
 - a. Body and refinishing repair - \$50.00 per hour
 - b. Frame repair - \$55.00 per hour
 - c. Mechanical repair – \$55.00 per hour
 - d. Paint and material repair – \$32.00 per hour

KIM'S AUTOBODY, INC., INC.

**312 NORTH STREET
SPRINGFIELD, IL 62704
(217) 522-8291
FAX (217) 522-4241**

March 7, 2012

Bradley Hammond
Sangamon County Auditor's Office
200 South Ninth Street, Room 204
Springfield, IL 62704

Dear Mr. Hammond:

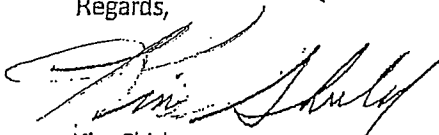
Thank you for giving Kim's Autobody, Inc. the opportunity to respond to the Sangamon County Request for Proposal for Vehicle Body Repair services for Sangamon County Related Vehicles.

Kim's Autobody, Inc., a family-owned Sangamon County business, has been a well established autobody repair facility in Springfield, IL since 1991. We have been at our current location (312 North Street, Springfield, IL 62704) for 25 years. Our history of repairing vehicles to their pre-loss condition has grown over the years along with our employees and clients. In addition to corporate and consumer clients, we have established many direct repair program contracts with well known insurance companies. Our clients return to Kim's Autobody, Inc. for our knowledge in repair procedures, our leading edge equipment and our certified technicians. Our clients are loyal to Kim's Autobody, Inc. and are always completely satisfied with our prompt and courteous service. Our staff of 24 individuals, including owners, are dedicated to providing exceptional vehicle body repair and customer service.

Attached you will find our response to the Official Notice for Vehicle Body Repair Services for County of Sangamon County. We believe our proposal reflects the terms of service and scope of services. You will also find a list of references as indicated above.

Please let me know if you have any questions regarding the proposal presented.

Regards,



Kim Shirley
Owner, Kim's Autobody, Inc.

enclosures

EXHIBIT 2

Request for Proposal for Vehicle Body Repair Services for Sangamon County Related Vehicles

Presented by Kim's Autobody, Inc.

March 7, 2012

Contact Person: Kim Shirley or Brenda Shirley

Kim's Autobody, Inc.

312 North Street

Springfield, IL 62704

217.522.8291

kimsautobody@aol.com

PURPOSE:

Kim's Autobody, Inc. is capable of providing vehicle body repair services for all Sangamon County, Sangamon vehicles or vehicles for which Sangamon County has made agreement with the vehicle owner for the repair that are licensed vehicles having a gross weight under 8000 lbs. Kim's Autobody, Inc. has been a well established autobody repair facility in Springfield, IL since 1991. We have been at our current location (312 North Street, Springfield, IL 62704) for 25 years. Our history of repairing vehicles to their pre-loss condition has grown over the years along with our employees and clients. In addition to our corporate, consumer and GSA clients, we have established many direct repair program contracts with well known insurance companies. Our clients return to Kim's Autobody, Inc. for our knowledge in repair procedures, our leading edge equipment (including 2 drive in spray booths and 4 frame racks with laser measuring system), in addition to our certified technicians. Our clients are loyal to Kim's Autobody, Inc. and are always completely satisfied with our prompt and courteous service.

Kim's Autobody, Inc., a family-owned Sangamon County business, is confident that it will be the most advantageous regarding price, quality of service and capabilities providing vehicle body repair services for all Sangamon County, Sangamon vehicles or vehicles for which Sangamon County has made agreement with the vehicle owner for the repair that are licensed vehicles having a gross weight under 8000 lbs. as indicated by our history of quality workmanship, state of the art vehicle repair technology investment, and direct repair program contracts (references provided).

Kim's Autobody, Inc. employs 24 individuals, including owners, dedicated to providing exceptional vehicle body repair and customer service.

Owners – 2

Autobody Technician – 6

Autobody Frame Technician – 2

Autobody Paint Technician – 2

Autobody Prep Technician – 2

Autobody Detailer – 3

Autobody Parts Technician – 1

Autobody Shop Manager – 2

Customer Service – 2

Clerical - 2

The price quotations stated in Kim's Autobody, Inc. proposal will reflect actual pricing and will not be subject to any price increase from the date on which the proposal is opened at the County Auditor's office. Please utilize the price quotation as binding for at least a period of 90 days. It is our understanding that the term of agreement shall have a term beginning thirty (30) days following the date of its execution and continue for one (1) year, with a one-year option for renewal to be exercised within sixty (60) days prior to the last day of the initial contract term, unless terminated in the manner hereinafter indicated. The County may terminate the Contract any time, by thirty (30) days written notice to Kim's Autobody, Inc.. Kim's Autobody, Inc. may terminate this Contract on the last day of any contract year by written notice to the owner at least sixty (60) days prior to such date.

It is our understanding that payments for work completion shall be made by the County within 40 days of receipt of the work completion bill by the County.

Kim's Autobody, Inc. will secure and pay for background checks for its employees and ensure that no persons associated with the repair of County vehicles has been convicted of a felony, or if so convicted, at least five years have passed since completion of sentence as of the effective date of the agreement.

Kim's Autobody, Inc. will comply with all Federal, State, and local regulation, including, but not limited to, all applicable OSHA requirements, Americans with Disability Act and Equal Employment Opportunity Act.

Kim's Autobody, Inc. agrees all employees assigned to this service will receive prevailing wages.

Kim's Autobody, Inc. agrees that it shall have a written sexual harassment policy shall include, at a minimum, the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under

State law; (iii) a description of sexual harassment, utilizing examples; (iv) the contractor's internal complain process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Illinois Human Rights and the Illinois Human Rights commission; (vi) protections against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to Sangamon County, County upon request.

Kim's Autobody, Inc. shall provide and maintain Worker's Compensation insurance as will protect the owner, contractor and any subcontractors from claims under the Illinois Workers' Compensation Act, 20 ICLS 305/1 *et seq.*, and against loss of reason of any liability imposed by law for damages on account of injuries or death sustained by any person or persons arising from operations under this Contract carried on by contractor or any subcontractor.

Kim's Autobody, Inc. will maintain at its own expense during the term of this Contract Workers Compensation Insurance with Illinois Statutory Limits and Employers Liability Insurance and Commercial General Liability Insurance. Enclosed you will find certified copies of Kim's Autobody, Inc. insurance policies.

Kim's Autobody, Inc. shall indemnify and save the County, its agents, employees and its engineer harmless from and against any and all losses, liability, claims, demands, suits, actions, payment and judgments arising out of, in consequence of or from personal injury or property damage asserted against, brought or recovered against the Owner by reason of any act or omission of Kim's Autobody, Inc., his agents, servants or employees in the execution of this work; or by or in consequence of any negligence in guarding the work, but only to the extent of damages directly caused by the negligence of Kim's Autobody, Inc..

SCOPE OF SERVICES:

Kim's Autobody, Inc. will provide 24-hour towing and loaner vehicles at no cost to the County with the exception of gas usage, for all vehicles referred.

Kim's Autobody, Inc. will provide a secure area for storage of County vehicles in the possession of Kim's Autobody, Inc. at 312 North Street, Springfield, IL 62704 with no additional cost for storage of said vehicles.

Kim's Autobody, Inc. will provide priority service to repairs on County vehicles with all 105 hour (or less) estimate repairs to be complete within 21 days of approval of parts and labor rate estimates. Calculation for days of repair equal total hours of estimate divided by 5.

Kim's Autobody, Inc. will provision for a labor rate and parts estimate including use of OEM parts for approval to the County designated Point of Contact for each repair unless specifically waived by the County. Any supplement (including parts price increase) of repair from the time of estimate to the time of repair will be approved by the County.

Kim's Autobody, Inc. will guarantee all repairs performed :

Parts – 90 days

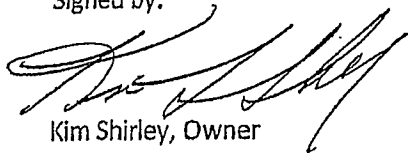
Paint and Repairs – Lifetime

Kim's Autobody, Inc. hourly rates for Vehicle Body Repair Services for Sangamon County Related Vehicles:

- a. Body and refinishing repair - \$50.00 per hour
- b. Frame repair - \$55.00 per hour
- c. Mechanical repair - \$55.00 per hour
- d. Paint and material repair - \$32.00 per hour

Kim's Autobody, Inc. submits this proposal with no intent to merge or sell such business.

Signed by:



Kim Shirley, Owner

Kim's Autobody, Inc.

Proposal for Vehicle Body Repair Services for Sangamon County Related Vehicles

Kim's Autobody, Inc. Client Reference:

The Hartford Insurance Company

P.O. Box 68941

Indianapolis, IN 46268-0941

Contact: Terry Buchanan

877.230.3084 Ext. 61087

Terry.Buchanan@thehartford.com

State Farm Insurance Company

3247 West Iles

Springfield, IL 62711

Contact: Russ Ramsey

217.546.7769

Russ.Ramsey.QUIB@statefarm.com

The Travelers Indemnity Company

J.M. Ward & Co.

1501 Wabash Avenue

Springfield, IL 62704

Contact: Jim Ward

217.787.1501

jimsr@jmward.com

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/08/2012
PRODUCER (217) 787-1501 J.M. Ward & Company 1501 Wabash Avenue P.O. Box 9300 Springfield IL 62791-9300	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Kim's Auto Body Inc. & Circle R Motors Inc. 312 North St. Springfield, IL 62704	INSURERS AFFORDING COVERAGE INSURER A: MIDWEST FAMILY MUTUAL INSURER B: INSURANCE CO. OF THE WEST INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	GRIL0560072938	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 1,000,00
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,00
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,00
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,00
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOO				GENERAL AGGREGATE \$ 2,000,00
						PRODUCTS - COMPI/OP AGG \$ 1,000,00
A		AUTOMOBILE LIABILITY	CAIL0560072939	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (EA accident) \$ 500,00
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
A		GARAGE LIABILITY	GRIL0560072938	12/31/2011	12/31/2012	AUTO ONLY - EA ACCIDENT \$ 500,00
		<input checked="" type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ 500,00
						AUTO ONLY: AGG \$ 500,00
A		EXCESS/UMBRELLA LIABILITY	CULL0560072940	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 2,000,00
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,00
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLL502026100	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,00
						E.L. DISEASE - EA EMPLOYEE \$ 500,00
						E.L. DISEASE - POLICY LIMIT \$ 500,00
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 Note: Umbrella liability limit of \$2,000,000 goes over General Liability, Garage Liability, Auto Liability and Worker Compensation.

<p>CERTIFICATE HOLDER</p> <p>() - () -</p> <p style="font-size: 2em; text-align: center; opacity: 0.5;">COPY</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Jem Ward, Sr</i></p>
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