



DU PAGE COUNTY

Judicial and Public Safety Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, August 4, 2026

8:00 AM

County Board Room

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENT**

4. **CHAIRWOMAN'S REMARKS - CHAIR EVANS**

5. **APPROVAL OF MINUTES:**

5.A. [26-2098](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - July 7, 2026

6. **PROCUREMENT REQUISITIONS**

6.A. [JPS-P-0043-26](#)

Recommendation for the approval of a contract purchase order to Sutton Ford, to furnish and deliver one (1) 2026 Ford-150 truck to the State's Attorney's Office for cold case unit investigator, for the period of August 11, 2026 through November 30, 2026, for a contract total of \$47,117.22. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #081325-SNF). (State's Attorney's Office)

7. **RESOLUTIONS**

7.A. [JPS-R-0017-26](#)

Resolution approving the sale of inventory from the County of DuPage on behalf of the DuPage County Sheriff's Office to the Village of Villa Park Police Department. (Sheriff's Office)

7.B. [FI-R-0109-26](#)

Acceptance and appropriation of the Illinois Family Violence Coordinating Council Grant PY27, Intergovernmental Agreement No. 322718, Company 5000 - Accounting Unit 6000, in the amount of \$52,000. (18th Judicial Circuit Court)

8. **BUDGET TRANSFERS**

8.A. [26-2094](#)

Transfer of funds from account no. 1000-4404-53807 (Subscription IT Arrangements) to account no. 1000-4404-54107 (Software) in the amount of \$110,250 to cover payment to Cloudgavel Warrant System.
(Sheriff's Office)

8.B. [26-2095](#)

Transfer of funds from account no. 1000-6700-50040 (Part Time Help) to account no. 1000-6700-50050 (Temporary Salaries) in the amount of \$8,059 to cover remaining FY2026 summer help and IT intern. (Clerk of the Circuit Court)

9. GRANTS9.A. [26-2096](#)

GPN 025-26: FY26 Paul Coverdell Forensic Science/NFSIA FFY25-Illinois Criminal Justice Information Authority (ICJIA)-DOJ/OJP/BJA - \$162,255. (Sheriff's Office)

10. INFORMATIONAL10.A. [26-2097](#)

Public Defender's Office June 2026 Monthly Statistical Report (Public Defender's Office)

11. PRESENTATIONS11.A. [26-2104](#)

FY2027 18th Judicial Circuit Court Budget Presentation

11.B. [26-2105](#)

FY2027 DuPage County State's Attorney Budget Presentation

12. OLD BUSINESS**13. NEW BUSINESS****14. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-2098

Agenda Date: 8/4/2026

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Draft Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, July 7, 2026

8:00 AM

County Board Room

1. CALL TO ORDER

Meeting was called to order by Chair Lucy Evans at 8:00 AM.

2. ROLL CALL

Other member present: Deacon-Garcia

PRESENT	Childress, DeSart, Eckhoff, Evans, Honig, Haider, Krajewski, Schwarze, Tornatore, Zay, and Yoo
REMOTE	Ozog

Motion to allow remote participation

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Dawn DeSart

3. PUBLIC COMMENT

[26-1931](#)

Online Public Comment

4. CHAIRWOMAN'S REMARKS - CHAIR EVANS

Chair Evans recognized the Office of Homeland Security and Emergency Management for its assistance in responding to the Bartlett tornado and for the agency's around-the-clock, behind-the-scenes efforts. Chair Evans also thanked the Geographic Information Systems (GIS) team for its outstanding support of the County.

5. APPROVAL OF MINUTES:

5.A. [26-1920](#)

Judicial and Public Safety - Regular Meeting Minutes - June 16, 2026

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Michael Childress

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0038-26](#)

Recommendation for the approval of a contract to Hexordia LLC, for digital device data extraction processing software, for the State's Attorney's Office, for the period of August 1, 2026 to July 31, 2027, for a total contract amount not to exceed \$65,472.27; per bid #26-020-SAO. (State's Attorney's Office)

Member DeSart asked why two companies were proposed to perform the same work. Bob Lyons clarified that each company would complete a specific portion of the required work. Member Yoo asked why one bid was significantly higher than the other. Bob Lyons explained that one bid included hardware and support, while the other did not.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Sam Tornatore

6.B. [JPS-P-0039-26](#)

Recommendation for the approval of a contract purchase order to Cellebrite, Inc., to provide digital device extraction, processing, analysis, and sharing, for the State's Attorney's Office, for the period of August 1, 2026 through November 30, 2027, for a contract total amount of \$344,339.94; per RFP 26-020-SAO. (State's Attorney's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

6.C. [JPS-P-0040-26](#)

Recommendation for the approval of a contract purchase order to Life Technologies Corporation, for the purchase of a new quantification instrument, for the Sheriff's Office, for the period of July 14, 2026 through July 13, 2027, for a contract total amount not to exceed \$78,192.01. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids (Sole Source). (Sheriff's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

6.D. [JPS-P-0041-26](#)

Recommendation for the approval of a contract purchase order to AT&T to provide IT telecommunications to secure high speed internet for the period of August 1, 2026, through February 29, 2028, for a contract not to exceed \$72,222.23; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, State of Illinois BidBuy. (State's Attorney's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Jim Zay

6.E. [JPS-P-0042-26](#)

Recommendation for the approval of a contract purchase order to VidlSourcing LLC, for the purchase of Phillips Heartstart AEDs, for the Sheriff's Office, for the period of July 14, 2026 through July 13, 2027, for a contract total amount not to exceed \$87,606.65; per quote #26-060-SHF. (Sheriff's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Jim Zay

6.F. [26-1921](#)

Recommendation for the approval of a contract purchase order to Image Printing, Inc., for 2027 case jackets, for the Clerk of the Circuit Court, for the period of July 7, 2026 through June 30, 2027, for a total contract amount of \$15,588.70; per bid #23-096-CCC, third and final option to renew. (Clerk of the Circuit Court)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Jim Zay

6.G. [26-1922](#)

Recommendation for the approval of a contract purchase order to AVI-SPL LLC, to provide Kramer Programming, for the Sheriff's Office, for the period of July 7, 2026 through November 30, 2026, for a contract total amount not to exceed \$25,227.47. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(2). (Sheriff's Office)

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Michael Childress

7. RESOLUTIONS

7.A. [FI-R-0103-26](#)

Resolution approving the sale of inventory from the County of DuPage on behalf of the

DuPage County Sheriff's Office to Wheaton College. (Sheriff's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8. BUDGET TRANSFERS

8.A. [26-1923](#)

Transfer of funds from account no. 1000-1180-53828 (Contingencies) to account no. 1000-4400-52000 (Small Value Equip) and 1000-4400-52320 (Medical Supplies) in the amount of \$87,607 for replacement AEDs. (Sheriff's Office)

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Jim Zay

9. OLD BUSINESS

Member Zay referred to the public comment regarding the cold case. He stated that he had not heard from the Sheriff's Office or the State's Attorney's Office and that he would contact them to obtain clarification regarding the request made during public comment.

Member DeSart requested that committee members be made aware of potential public concerns prior to the public comment period. She also requested investigations into the following two items: (1) the distribution of medications in the DuPage County Jail, and (2) the amount taxpayers have paid in lawsuits involving the Sheriff's Office.

Member Eckhoff requested a review of lawsuits and claims involving the Sheriff's Office. Jeff Martynowicz, Chief Financial Officer, indicated that his office conducts these reviews quarterly and could provide the requested information.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

With no further business, the meeting was adjourned.



File #: JPS-P-0043-26

Agenda Date: 8/4/2026

Agenda #: 6.A.

AWARDING RESOLUTION ISSUED TO
SUTTON FORD, INC.
FOR ONE (1) 2026 FORD F-150 TRUCK
FOR THE STATE'S ATTORNEY'S OFFICE
(CONTRACT TOTAL AMOUNT \$47,117.22)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for one 2026 Ford F-150 truck; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell Contract #081325-SNF, the County of DuPage will contract with Sutton Ford, Inc.; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Sutton Ford, Inc., FOR one 2026 Ford F-150, for the period of August 11, 2026 through November 30, 2026, for State's Attorney's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for one 2026 Ford F-150, for the period of August 11, 2026 through November 30, 2026, for State's Attorney's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Sutton Ford, Inc., 21315 Central Avenue, Matteson, IL 60443, for a contract total amount not to exceed \$47,117.22, per contract pursuant to the Sourcewell Contract #081325-SNF.

Enacted and approved this 11th day of August, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: JPS-P-0043-26	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #081325-SNF	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$47,117.22
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 08/04/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$47,117.22
	CURRENT TERM TOTAL COST: \$47,117.22	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Sutton Ford, Inc.	VENDOR #: 32600	DEPT: State's Attorney's Office	DEPT CONTACT NAME: Nicholas Sinn
VENDOR CONTACT: Scott Ourednik	VENDOR CONTACT PHONE: 708-720-8040	DEPT CONTACT PHONE #: 630-407-8016	DEPT CONTACT EMAIL: nicholas.sinn@dupagecounty.gov
VENDOR CONTACT EMAIL: sourednik@suttonford.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Sutton Ford, Inc., to furnish and deliver one (1) 2026 Ford F-150 Truck for State's Attorney's Office, for a contract total not to exceed \$47,117.22; per contract pursuant to the Intergovernmental Cooperation Act Sourcewell #081325-SNF.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This vehicle will be a new addition to the fleet, and will be utilized by an investigator in the cold case unit of the State's Attorney's Office.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING.	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Sourcewell contract #081325-SNF.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. DOT staff recommends issuing a purchase order to Sutton Ford Inc., using the sourcewell contract #08132-SNF. 2. Request bids. 3. Status quo.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Sutton Ford, Inc.	Vendor#: 32600	Dept: Division of Transportation	Division: Accounts Payable
Attn: Scott Ourednik	Email: sourednik@suttonford.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 21315 Central Avenue	City: Matteson	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60443	State: IL	Zip: 60187
Phone: 708-720-8040	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Sutton Ford, Inc.	Vendor#: 32600	Dept: Division of Transportation	Division: DOT Fleet
Attn: Lauri Delbarba	Email: lauridelbarba@suttonford.com	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 708-720-8067	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 11, 2026	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		2026 Ford F-150 Truck	FY26	6000	1161	54120	6500	47,117.22	47,117.22
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 47,117.22

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver one (1) 2026 Ford F-150 Truck for the State's Attorney's Office.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Scott Ourednik, Nicholas Sinn, Robert Lyons, William Bell, DOT Finance, Roula Eikosidekas, David Koehler, Mike Figuray and Lisa Smith.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



Sutton Ford – Sourcewell Customer Invoice

Contract #081325 – Automobiles, SUVs, Vans, and Light Trucks

Quote ID:	DUPAGE CO F150	Quote Date:	Tuesday, July 28, 2026
Prepared By:	SCOTT OUREDNIK	Sourcewell Member ID:	
Customer / Agency:	DUPAGE COUNTY	Contact Email:	WILLIAM.BELL@DUPAGECOUNTY.GOV
Customer Contact:	WILLIAM BELL	Contact Phone:	630-407-6931

Vehicle Summary	Model Year:	2026
	Vehicle Line:	F-150
	Body Code:	W2L
	Description:	145 in. Wheelbase, STX 4x4 SCrew SS 5.5 Box
	Trim/Series:	STX
	Drivetrain:	4X4
Base Contract Price:		\$ 47,912.92

Factory Options			MSRP	CONTRACT PRICE
Option Code	99P	2.7L V6 EcoBoost – XL, STX, XLT	\$ -	\$ -
Option Code	XL9	E-locking 3.55 axle - XL9	\$ 470.00	\$ 465.30
Option Code	153	Front License Plate Bracket	\$ -	\$ -
Option Code	200A	Equipment Group 200A (STX Mid)	\$ 1,705.00	\$ 1,687.95
		STX MID DISCOUNT		\$ (2,730.00)
		STX 2.7L DISCOUNT		\$ (910.00)
		FIN CODE: QB382		
		DELIVERY		\$ 300.00
		EXTERIOR: DR - AVALANCHE	\$ 395.00	\$ 391.05
		INTERIOR: DB - BLACK STX CLOTH 40/CON/40		
Base Contract Price:			\$	47,912.92
Options Subtotal:			\$	(795.70)
Upfit Subtotal:				
TOTAL CONTRACT PRICE (Sourcewell):			\$	47,117.22



MASTER AGREEMENT #081325

CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

SUPPLIER: Sutton Ford Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sutton Ford Inc., 21315 Central Ave., Matteson, IL 60443 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for

ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on **November 13, 2029**, unless it is cancelled or extended as defined in this Agreement.
 - a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:
 - a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:
 - i. Vehicles of the following types and classifications:
 - (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
 - (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
 - (3) Vans: passenger and cargo; and
 - (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
 - ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
 - (1) Public safety applications;
 - (2) ADA and paratransit applications;
 - (3) Service bodies and utility bed for light trucks; and
 - (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
 - iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
 - iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	SUTTON FORD, INC.
CONTACT PERSON:	SCOTT OUREDNIK
CONTACT EMAIL:	SOUREDNIK@SUTTONFORD.COM

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: SCOTT OUREDNIK

Signature: _____

Title: COMMERCIAL ACCOUNT MANAGER

Date: 07/27/2026

**MASTER AGREEMENT #081325****CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories****SUPPLIER: Sutton Ford Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sutton Ford Inc., 21315 Central Ave., Matteson, IL 60443 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for

ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:
 - a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:
 - i. Vehicles of the following types and classifications:
 - (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
 - (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
 - (3) Vans: passenger and cargo; and
 - (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
 - ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
 - (1) Public safety applications;
 - (2) ADA and paratransit applications;
 - (3) Service bodies and utility bed for light trucks; and
 - (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
 - iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
 - iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

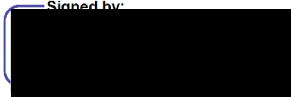
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

081325-SNF

Sourcewell

Sutton Ford Inc.

Signed by:



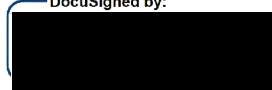
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 7:01 PM CST _____

DocuSigned by:



By: _____

Alex Kadish

Title: Vice President of Fleet Operations

Date: 11/12/2025 | 12:11 PM PST _____

RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: SUTTON FORD INC
21315 CENTRAL AVENUE
Address: MATTESON, Illinois 60443
Contact: ALEX KADISH
Email: AKADISH@SUTTONAUTOTEAM.COM
Phone: 708-720-8083
Fax: 219-680-7002
HST#: 36-3669281

Submission Details

Created On: Wednesday June 25, 2025 10:14:53
Submitted On: Wednesday August 13, 2025 12:58:10
Submitted By: ALEX KADISH
Email: AKADISH@SUTTONAUTOTEAM.COM
Transaction #: fb29c8f5-4f43-4086-8b66-f050712fcbab
Submitter's IP Address: 147.243.245.215

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	SUTTON FORD INC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	YES	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Sutton Ford Inc. and our sister Location SAG COCOA LLC DBA Cocoa Ford, will execute the Sourcewell Master Agreement as Responsible Suppliers under this review. Both are authorized Ford dealers and will quote, accept POs, invoice, and remit administrative fees under this agreement. Supporting entities such as aftermarket installations will participate only as subcontractors to Sutton Ford and SAG COCOA LLC. Any component manufacturers (e.g., emergency warning, interiors, storage) act solely as parts vendors or subcontractors and will not sell, invoice, or execute any agreement with Sourcewell Members. Sutton Ford and SAG COCOA LLC will remain the single point of accountability for all performance, pricing, warranty, and reporting.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: KMA1LE6T71R6 / CAGE/NCAGE: 1W6K4-Sutton Ford Unique Entity ID: XF1RRQNYEKK1 / CAGE/NCAGE: 9Z8M2- SAG Cocoa LLC	*
5	Provide your NAICS code applicable to Solutions proposed.	441110 – New Car Dealers 423120 – Motor Vehicle Supplies and New Parts Merchant Wholesalers for supplies standalone upfit components or accessories directly to public agencies. 811198 – All Other Automotive Repair and Maintenance-installation and integration of aftermarket equipment and upfitting. 336390 – Other Motor Vehicle Parts Manufacturing Covers production of upfit components such as lighting systems, consoles, electronic controls, racks, and law enforcement accessories 336370 – Motor Vehicle Metal Stamping Applicable to subcontracted or affiliated manufacturing of components (e.g., partitions, bumpers, brackets) used in vehicle upfitting. *Upfitting components and accessories are offered only when tied to a vehicle sale as part of a turnkey solution, consistent with Sourcewell scope.*	*
6	Proposer Physical Address:	21315 CENTRAL AVE MATTESON IL 60443	*
7	Proposer website address (or addresses):	SUTTONFORD.COM / SUTTONTRUCKS.COM	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Alex Kadish VICE PRESIDENT OF FLEET OPERATIONS Cell: 219-680-7002 Direct: 708-720-8083 akadish@suttonford.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Zack Harville Fleet Sales Manager-Sutton Ford Cell: 219-267-6868 Direct: 708-720-8048 zharville@suttonford.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alex Kadish VICE PRESIDENT OF FLEET OPERATIONS Cell: 219-680-7002 Direct: 708-720-8083 akadish@suttonford.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Sutton Ford Inc. was founded in 1989 and has grown into one of the most respected names in public sector and fleet vehicle supply in the United States. With over three decades of experience in fleet, municipal contracting, and vehicle upfitting, Sutton Ford has established a strong legacy of operational integrity, scalable delivery, and client-first service. Headquartered in Matteson, Illinois, Sutton Ford operates with a mission to provide dependable, turnkey vehicle solutions that meet the unique needs of government, law enforcement, educational, and nonprofit organizations. In 2024, Sutton Ford ranked third in the nation in government sales nationally with Ford Motor Company. To expand its national footprint, Sutton Auto Group acquired Cocoa Ford in Cocoa, Florida. In tandem with our in-house upfitting division, a co-located upfitting partner, Sutton Ford, offers comprehensive public safety vehicle preparation, light-duty commercial upfits, and service-optimized chassis solutions using industry-leading brands such as Federal Signal, Setina, Havis, Holman, and WeatherGuard. Core Values Integrity: We honor every contract, every specification, and every delivery timeline with full transparency and accountability. Responsiveness: Our government fleet team operates with urgency and precision to meet the mission-critical needs of our clients. Quality Assurance: From OEM configurations to final vehicle upfits, we maintain rigorous standards of workmanship and compliance. Customer-Centricity: We believe every agency—large or small—deserves personalized service, guided onboarding, and long-term partnership support. Business Philosophy Sutton Ford is built on the principle that government procurement deserves private-sector precision and public-sector accountability. Our philosophy emphasizes scalable systems, centralized contract management, and decentralized delivery models—ensuring that every SourceWell Participating Entity can acquire vehicles swiftly, compliantly, and at the best possible value. Through our cooperative expertise and award-winning customer service, Sutton Ford delivers solutions—not just vehicles—to agencies that depend on readiness, reliability, and results.
12	What are your company's expectations in the event of an award?	In the event Sutton Ford Inc. is awarded a Sourcewell Master Agreement, our expectations are to establish a long-term, high-performance partnership with Sourcewell and its Participating Entities across the United States. We view this contract as a strategic growth platform and a responsibility to deliver mission-critical vehicles and upfit solutions to government, education, and nonprofit customers with precision, transparency, and care. Ultimately, our expectation is to make the Sourcewell contract a value-driven, easy-to-use vehicle for fleet procurement—delivered with the professionalism, speed, and integrity that define Sutton Ford.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Sutton Ford Inc. is a financially sound, privately held organization with a strong record of sustained growth, operational scalability, and excellent credit standing. In 2024, Sutton Ford reported gross receipts of \$376,867,620, demonstrating our ability to manage high-volume contracts and invest in the infrastructure, personnel, and inventory necessary to support complex public-sector vehicle programs. We maintain longstanding relationships with commercial banks and have access to substantial lines of credit and floorplan financing. Sutton Ford has no history of bankruptcy, default, or adverse legal judgments in the past seven years. We are also fully registered and in good standing with all state and federal regulatory authorities, including active registration in SAM.gov under CAGE Code 1W6K4, UEI KMA1LE6T71R6, and DUNS 117896100. Sutton Ford's financial position provides a stable and reliable foundation for the performance of all obligations under the Sourcewell Master Agreement.
14	What is your US market share for the Solutions that you are proposing?	Sutton Ford Inc. holds a strong and growing position in the U.S. public-sector market with Ford Motor Company. While comprehensive market share data is not published across all Ford vehicle lines, we track our performance using OEM production data and internal sales records. As an example, we estimate that in 2024, Sutton Ford accounted for approximately 5% of all Ford Police Interceptor Utility (Explorer PIU) units sold to government agencies nationwide.
15	What is your Canadian market share for the Solutions that you are proposing?	Sutton Ford Inc. does not currently operate distribution or vehicle sales within Canada and is not pursuing cross-border fulfillment under this contract due to potentially violating our dealer agreement with Ford Motor Company.

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Sutton Ford Inc. or SAG Cocoa LLC nor any related responsible parties have been involved in any bankruptcy proceedings within the past seven years. There are no current or pending proceedings to disclose.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Sutton Ford Inc. is a factory-authorized Ford Motor Company dealership with direct access to the full lineup of Ford vehicles. We operate under official franchise agreements with Ford Motor Company and maintain dealer codes in both Illinois and Florida. As such, we are fully authorized to sell, order, deliver, and service Ford vehicles to public-sector customers across the United States.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Sutton Ford Inc. and Cocoa Ford (SAG Cocoa LLC) hold all required licenses and certifications to operate as franchised Ford dealers and fleet solution providers under this RFP. Sutton Ford holds a valid Illinois State Dealer License (DL3124), and Cocoa Ford holds an active Florida Motor Vehicle Dealer License (VF/1147732/1). Sutton Ford also maintains an active Illinois Sales Tax Resale Certificate (Reseller No. 2157-1899), and Cocoa Ford holds a current Florida Resale Certificate for Sales Tax (Certificate No. 15-8019191188-8). Both Sutton Ford and SAG Cocoa LLC are certified Minority Business Enterprises (MBEs) by the National Minority Supplier Development Council—Sutton Ford through the Chicago MSDC (Certificate No. CH02386), and Cocoa Ford through the Florida MSDC (Certificate No. FL242454). These credentials affirm our legal compliance, tax authorization, and nationally recognized supplier diversity status. Subcontractors and Upfit Partners. Sutton Ford uses subcontractors solely for installation/upfit and specialized fabrication. All subcontractors are required to: (i) maintain current business and contractor licenses in their operating jurisdiction; (ii) carry insurance meeting or exceeding our contract requirements (GL, Auto, WC; COIs on file with additional insured and waiver of subrogation where applicable); (iii) follow OEM upfitter guidelines and component-manufacturer installation standards; (iv) comply with applicable OSHA/EPA and state safety rules; and (v) complete W-9, debarment checks, and agree to flow-down of the Sourcewell Master Agreement obligations (warranty, safety, delivery, ethics, reporting). Representative partners include Frontline Vehicle Supply (in-house aftermarket installer) and brand-specific installers for emergency warning, interior, storage, K-9, and ADA components. Sutton Ford remains prime and accountable for all work performed by subcontractors.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Sutton Ford Inc., along with its affiliated entity SAG Cocoa LLC (Cocoa Ford), and all associated officers, directors, and Responsible Parties, have not been subject to any debarments, suspensions, or declarations of ineligibility at the federal, state, or local level within the past seven years. Furthermore, Sutton Ford affirms that it will provide immediate written notice to Sourcewell should it or any Responsible Party become debarred or suspended during the pendency of this RFP evaluation or the term of any resulting agreement.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2024, Sutton Ford was ranked #3 nationwide for Ford government sales, having delivered 4,214 vehicles to public-sector clients across the United States. That same year, we were also ranked #7 in total Ford fleet sales nationally, encompassing both government and commercial sectors. Sutton Ford has remained consistently within the Top 25 Ford government dealerships in the United States for over 25 consecutive years, a reflection of our enduring performance and commitment to the public sector.	*

21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, approximately 38% of Sutton Ford Inc.'s total vehicle sales have been to the governmental sector. This includes municipal, county, state, and federal agencies, as well as cooperative purchasing groups and public safety departments nationwide.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, an estimated 9% of Sutton Ford Inc.'s total vehicle sales have been to the education sector. This includes K-12 school districts, public universities, community colleges, and education service cooperatives.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Below is a summary of the contracts currently held: 1. State of Illinois – Joint Purchasing Contract Contract Number: 22-416CMS-BOSS4-B-27256 Scope: Fleet vehicles, including police, administrative, and light-duty trucks AVG SALES VOLUME- 315 2. City of Chicago Contract Number: 101191 Spec Number: 787062 Scope: Police Pursuit Vehicles (Group A), SUVs (Group B), Hybrid Sedans (Group D) AVG SALES VOLUME- 365 3. Suburban Purchasing Cooperative (SPC – Illinois) Contract Numbers: #221, #225, #226, #227 Scope: Light-duty fleet, public works vehicles, and utility truck packages AVG SALES VOLUME- 375 4. Brevard County Cooperative Agreement – Florida (Cocoa Ford) Scope: Law enforcement and municipal fleet sales to county and participating agencies AVG SALES VOLUME- 75	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutton Ford Inc. does not currently hold any GSA Schedule contracts or Standing Offers and Supply Arrangements (SOSA) with the U.S. General Services Administration or Public Services and Procurement Canada. We continue to monitor federal procurement opportunities and may pursue a GSA contract in the future to support expanded participation at the federal level. Accordingly, there is no associated sales volume to report for these contract types over the past three years.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
CITY OF CHICAGO	Edward Ebertsch Sr. Automotive Equipment Analyst Department of Fleet & Facility Management edward.ebertsch@cityofchicago.org	312-743-3585	*
Illinois State Police	Jason Williams Vehicle Services Bureau Division of Statewide 9-1-1 Illinois State Police jason.williams2@illinois.gov	217-836-1593	*
Tinley Park Illinois	Dan Quinn Purchasing/Head Mechanic dquinn@tinleypark.org	(708) 444-5557	*
Joliet Junior College Police Department	Deputy Chief Tracy Williams #501 tracy.williams@jjc.edu	815-280-2748	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Sutton Ford Inc. operates a highly experienced and strategically structured sales force dedicated to serving public-sector, fleet, and cooperative contract clients nationwide. Our team is composed of 20 full-time fleet and government sales professionals who are trained specifically in municipal procurement, compliance requirements, and government bid processes. Each account is assigned a dedicated fleet sales manager who serves as the single point of contact from quote through delivery, ensuring consistency, responsiveness, and contract adherence. These professionals are supported by a centralized operations team responsible for pricing, order management, compliance documentation, and Ford Motor Company production tracking. In addition to our internal team, we maintain close coordination with representatives from Ford Fleet, Ford Government Sales, and approved upfit vendors to provide full lifecycle support. Our sales force is equipped with real-time access to manufacturer build data, inventory status, cooperative contract pricing tools, and digital configuration systems, allowing for rapid, accurate quoting and transparent customer communication. This combination of technical knowledge, government contracting expertise, and direct engagement enables Sutton Ford to consistently meet the needs of complex and large-scale public-sector buyers across the United States.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Authorized Seller & Delivery Model. Sutton Ford Inc. and its sister location SAG Cocoa LLC dba Cocoa Ford are the Authorized Sellers and contracting party under the Sourcwell agreement; we do not authorize independent resellers to quote or invoice. We deliver nationwide using a Sutton controlled fulfillment network and vetted subcontractors as follows: • Subcontractors: A vetted bench of OEM aligned upfit partners for location specific installs or surge capacity. All partners operate under Sutton flow down terms; no reseller activity. • Logistics: Bonded transport coordinated by Sutton Ford. When cost effective, Ford Courtesy Delivery can be used for final mile receipt/inspection at a local Ford dealer selected by the Member. • Service Access: Post delivery support via over 3,000 Ford franchised service locations plus manufacturer warranty centers for installed equipment, coordinated by Sutton's fleet support team. This model gives Members single point accountability (one quote, one PO, one invoice, one warranty contact) while enabling true national reach. Summary: Sutton Ford operates under a centralized direct-to-agency sales model, with all orders and support administered by our internal team. We do not rely on a dealer/distributor network, ensuring seamless fulfillment and direct contract accountability across all 50 U.S. states.
28	Service force.	Sutton Ford Inc. operates full-service facilities in both Matteson, IL and Cocoa, FL, staffed by certified technicians and EVT-certified installers. Our service operations ensure that vehicles are thoroughly inspected, tested, and delivered in turnkey condition to meet the unique requirements of each Participating Entity. Beyond our internal capabilities, we leverage the nationwide Ford network of over 3,000 franchised dealerships authorized to perform warranty and service work on all Ford vehicles sold under this contract. This extensive coverage ensures that Participating Entities across the U.S. have access to local, certified support—regardless of where the vehicle is delivered or operated. For aftermarket and upfit components, Sutton Ford partners with leading manufacturers, each of which maintains a vast network of authorized warranty service centers throughout the United States. These partners also provide direct technical support and replacement part availability, ensuring continuity of service and minimizing vehicle downtime. This combined network—Sutton Ford's direct support team, Ford's national dealership infrastructure, and our vendors' certified warranty centers—ensures comprehensive, responsive, and geographically accessible service for all vehicles and equipment delivered under the Sourcwell agreement.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders under the Sourcewell Master Agreement will be processed directly through Sutton Ford Inc and SAG Cocoa LLC. We do not utilize third-party distributors or independent dealer networks for fulfillment. Participating Entities will work directly with our dedicated fleet sales team to request quotes, finalize configurations, and place orders. The ordering process is as follows: 1. Quote Request: The Participating Entity contacts Sutton Ford to request a Sourcewell-compliant quote. This can be done via email, phone, or through our online configuration tool. 2. Upfit Consultation (if requested): Sutton Ford offers customized upfit consultations to assist Participating Entities in specifying equipment and layout requirements for law enforcement, public works, utility, or ADA-compliant builds. 3. Quote Issuance: Sutton Ford prepares and delivers a formal quote that includes Sourcewell pricing, vehicle specifications, and any applicable upfit options. 4. Purchase Order Submission: The Participating Entity issues a purchase order to Sutton Ford Inc., referencing the Sourcewell contract number. 5. Order Processing: Sutton Ford places the vehicle order through Ford Motor Company's WebDO or CONCEPS system. If upfitting is required, Sutton Ford also initiates procurement of all necessary parts and equipment and schedules installation through our in-house team or authorized vendor network. If an upfit is requested, Sutton issues internal purchase orders to its subcontractors; subcontractors never accept Member orders or invoice the Member. 6. Delivery Coordination: Once the vehicle is completed and inspected, Sutton Ford coordinates delivery to the Participating Entity's location or designated upfit facility. 7. Invoicing and Documentation: Final invoicing and contract documentation are provided at the time of delivery. Throughout the process, Sutton Ford serves as the sole point of contact and is fully responsible for order accuracy, contract compliance, communication, and delivery execution.
30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	Sutton Ford Inc. has a long-standing record of fulfilling large-volume vehicle orders for government agencies, cooperative purchasing groups, and fleet management organizations across the United States. Our infrastructure, staffing, and vendor relationships are specifically designed to manage and scale high-volume transactions involving autos, SUVs, vans, and light-duty trucks. In 2024, Sutton Ford delivered over 11,000 vehicles nationwide across all channels (Government + Fleet), ranging from single-unit orders for municipalities to multi-hundred-unit deployments for state procurement agencies. We regularly process fleet orders of varying sizes, including simultaneous rollouts to multiple agencies and fully upfitted turnkey vehicle packages. Our two operational hubs—Matteson, IL and Cocoa, FL—are equipped to handle simultaneous inbound shipments, upfitting, inspection, and final delivery preparation. Our facilities and our vendor network are capable of scaling component sourcing, installation, and QA across multiple states and timelines. Whether fulfilling police pursuit vehicles for a major city, utility trucks for a county fleet, or service vans for a school district, Sutton Ford has the proven capacity and process discipline to execute large-scale orders with speed, compliance, and precision.

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Sutton Ford Inc. maintains a structured and proactive customer service program designed specifically to support public-sector fleet clients before, during, and after the sale. Our process emphasizes direct access to knowledgeable personnel, rapid response times, and continuous support throughout the vehicle lifecycle. Customer Service Process Overview 1. Dedicated Account Management Each Participating Entity is assigned a dedicated fleet account manager as the single point of contact. This manager oversees the entire process—from quoting and ordering to delivery, invoicing, and post-sale support. 2. Centralized Support Team Our in-house Fleet Operations Team is staffed with specialists in vehicle logistics, upfit coordination, order tracking, and service resolution. This team works directly with the dedicated account manager to update customers on their order milestones. 3. Order Tracking and Status Updates Customers receive proactive updates at every milestone via email or phone. Our team utilizes all Ford available systems, FordPro order status, and internal DealerBuilt DMS to monitor production and shipping timelines. 4. Post-Delivery Support After vehicle delivery, customers are supported with warranty registration assistance, upfit troubleshooting, and liaison with local Ford service centers when needed. Our team can also facilitate repairs, missing item resolution, or warranty claims on behalf of the agency. Response Time Commitments • Initial inquiry or quote requests: 1 business day (often same day) • Order status updates or delivery ETA requests: Within 1 business day • Service or issue resolution coordination: Initiated within 1 business day • Escalated issues: Routed to senior management within 1 business day and resolved as a priority We track and log all customer service interactions internally to ensure accountability and response consistency. Service Performance Incentives To promote high service standards, Sutton Ford incorporates the following measures: • Performance-based incentives for internal staff tied to customer satisfaction, accuracy, and responsiveness • Quarterly performance reviews of fleet team members based on response metrics and client feedback • Customer satisfaction follow-ups post-delivery to ensure expectations were met or exceeded • Corrective Action Protocols for any deviation from fulfillment standards, including direct management review and root-cause analysis Summary: Sutton Ford's customer service program is built around responsiveness, transparency, and accountability. Through dedicated account management, system-integrated support tools, and structured follow-up, we ensure a high level of service that aligns with the performance expectations of Sourcewell Participating Entities.
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32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	Sutton Ford Inc. is fully authorized and equipped to sell, deliver, and support vehicles under a Sourcewell master agreement in all 50 U.S. states, including Alaska and Hawaii. We have extensive experience fulfilling government vehicle contracts nationwide and maintain the operational infrastructure to ensure compliant, timely delivery and post-sale support regardless of destination. National Capabilities Include: • Sales & Contract Management Our dedicated fleet division includes over 20 public-sector sales and contract professionals with experience supporting municipal, state, and cooperative contracts across the U.S. • Upfitting & Staging Vehicles are staged and upfitted at our Illinois and Florida facilities—Sutton Ford (Matteson, IL) and Frontline Vehicle Supply (Cocoa, FL)—as well as through our national network of upfit partners, ensuring fast, compliant build-outs for all vehicle classes. • Delivery to All 50 States We coordinate bonded transport and direct-to-agency delivery services to government and educational buyers in all 50 states, including long-range and over-water shipping arrangements for deliveries to Alaska and Hawaii. • Post-Sale Service & Warranty Support Sourcewell Members benefit from access to over 3,000 certified Ford warranty and service centers nationwide. Our team remains engaged through the lifecycle of each order to facilitate warranty claims, service coordination, and replacement part support. Geographic Limitations: While we can fulfill contracts in all U.S. states, Sutton Ford cannot sell or deliver vehicles to Participating Entities located in: • U.S. Territories (e.g., Puerto Rico, Guam, U.S. Virgin Islands, American Samoa) • Canada This limitation is due to geographic restrictions defined in our Ford Motor Company dealer franchise agreement, which governs our authorized sales and service territories. As a result, we are unable to fulfill orders or provide contract support in these regions.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Sutton Ford Inc. is fully committed to providing our products and services to all eligible Sourcewell Participating Entities throughout the United States. We have the operational scale, staff resources, dealership infrastructure, and financial backing necessary to support high-volume contract performance and sustained service delivery. Our team is experienced in cooperative purchasing and contract compliance, and we are prepared to offer Sourcewell Members streamlined quoting, contract-based pricing, nationwide delivery, and responsive post-sale support. Whether an agency needs a single administrative vehicle or a multi-unit fleet order with upfitting, Sutton Ford has the capability and willingness to fulfill those needs under the Sourcewell Master Agreement.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sutton Ford Inc. is unable to provide products or services to Sourcewell participating entities in Canada, as doing so would violate the terms of our dealer agreement with Ford Motor Company. Our dealership authorization limits vehicle sales and distribution to the United States, and we are not permitted to export vehicles or transact business with Canadian entities under current OEM policies. To help promote Sourcewell we will refer Canadian entities to Sourcewell for alternate approved Canada awardees and still provide specs/quotes for internal benchmarking.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Sutton Ford Inc. is fully authorized and operationally equipped to serve Sourcewell Participating Entities located within the United States. However, due to restrictions outlined in our Ford Motor Company dealer franchise agreement, we are not authorized to sell or deliver vehicles to Participating Entities located in Canada or U.S. territories (including but not limited to Puerto Rico, Guam, the U.S. Virgin Islands, and American Samoa). As a franchised Ford dealer, our sales and distribution rights are geographically limited, and we are required to comply with Ford's designated sales and service territories. We remain committed to providing seamless contract fulfillment and support within our authorized market in the U.S.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Restrictions & Requirements for AK/HI/US Territories Alaska & Hawaii: We sell, deliver, and support vehicles statewide. Additional ocean/long-haul freight, pre-delivery inspection at destination, and extended delivery lead times may apply. We quote those pass-through at cost and disclose on each quote/PO. U.S. Territories: We do not sell or deliver to U.S. territories under this contract due to manufacturer dealer-agreement restrictions. Canada: We do not sell or deliver in Canada under this contract. These constraints are reflected on all quotes so Participating Entities have clear, auditable expectations.	*

37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	Sutton Ford regularly supplies K–12 school districts, community colleges, and public universities with administrative vehicles, maintenance trucks, and transit vans. We have also delivered specialized upfitted vehicles for campus police and security departments, including a F-150 Lightning Patrol unit for Joliet Junior College, which is featured at the Midwest Security and Police Conference/Expo (MSPCE). Our familiarity with budget cycles, grant funding, and cooperative purchasing processes enables us to streamline procurement for educational institutions.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Sutton Ford Inc. will fully extend the terms, pricing, and support services of any awarded Sourcewell Master Agreement to eligible nonprofit entities as defined by Sourcewell. This includes 501(c)(3) organizations and other nonprofit institutions that qualify as Participating Entities under Sourcewell's cooperative purchasing framework. We recognize the important role nonprofit organizations play in community services, education, and public health, and we are committed to providing them with the same level of transparency, responsiveness, and value as our government sector clients. All quotes, invoicing, and fulfillment for nonprofit entities will follow the same Sourcewell-compliant processes used for public agencies.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Key Marketing Components: 1. Dedicated Contract Webpage/Landing Page on our websites - o We will launch a Sourcewell-branded landing page on our website featuring contract details, eligible vehicle lines, FAQ, quote request tools, and contact information. - o The page will be SEO-optimized and updated regularly. 2. Email Campaigns & Newsletters - o Ongoing email outreach to our database of fleet contacts, procurement officials, and agency buyers. - o Content will highlight contract benefits, volume pricing, new vehicle releases, and ordering procedures. 3. Direct Sales Team Integration - o All Sutton Ford and Cocoa Ford fleet account executives will be trained on Sourcewell contract features and will proactively promote it during customer outreach, trade shows, and webinars. 4. Tradeshow Presence - o Sutton Ford will promote the Sourcewell contract at national and regional fleet conferences such as GFX, Midwest Security Expo and Police Fleet Expo, in coordination with key vendor partners. 5. Partner Channel Promotion - o We will leverage relationships with major upfit suppliers (e.g., Federal Signal, Havis, Setina) to cross-promote the contract through their sales and marketing networks. Representative marketing samples—including our proposed landing page layout, contract flyer, and email templates—will be uploaded in the document section of our response.	*

40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Key Technologies and Strategies: 1. Email Marketing & Campaign Analytics - o We deploy targeted email campaigns to our network of agency contacts and decision-makers. Each campaign is tracked for open rate, click-through rate, and response behavior using integrated email analytics tools. - o This performance data is used to refine our messaging and improve engagement over time. 2. Website Analytics & SEO Optimization - o Our Sourcewell landing page will be tracked via Google Analytics to monitor page views, quote submissions, bounce rates, and user behavior. - o The page is also optimized for relevant government fleet procurement search terms using metadata tags and SEO tools to ensure it ranks for targeted queries. 3. Social Media Targeting - o We use platforms such as LinkedIn and Facebook to promote the Sourcewell contract through sponsored posts and targeted ads. - o Campaigns are customized based on geography, job title (e.g., fleet manager, procurement officer), and industry (e.g., education, public safety). 4. Metadata Tagging and Audience Segmentation - o Digital materials (such as landing pages, quote forms, and webinar invites) are tagged with relevant metadata to help identify high-interest user groups. - o This allows us to direct follow-up marketing and outreach efforts to the most engaged audiences. 5. Digital Engagement Tracking - o We track interaction with downloadable materials, event registrations, and quote request forms to prioritize outreach and ensure agencies are receiving timely follow-up. Summary: Sutton Ford's digital marketing strategy is built around tools that allow us to measure engagement, tailor outreach, and continuously improve how we present the Sourcewell contract to government and education buyers nationwide.
41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sutton Ford Inc. views Sourcewell as both a contracting authority and a strategic partner in promoting nationally available cooperative agreements. Sourcewell's competitive solicitation process adds significant value by giving Participating Entities a pre-vetted, procurement-compliant pathway to acquire vehicles and related solutions without the need for time-consuming individual bids. Sourcewell's Role in Promotion: • National Brand Credibility: Sourcewell's reputation as a trusted government agency lends credibility and legitimacy to awarded contracts, especially for agencies unfamiliar with cooperative purchasing. • Lead Generation Support: Sourcewell's Participating Entity database and outreach initiatives provide valuable exposure and potential inbound interest from qualified buyers. • Education & Enablement: Sourcewell plays a vital role in educating procurement officials about how cooperative contracts function and how to leverage them in accordance with local and state laws. Sutton Ford's Integration Strategy: To ensure that the Sourcewell contract is fully leveraged within our organization, Sutton Ford will: • Train all fleet sales and support staff to quote and present the Sourcewell contract as a primary procurement option for eligible public agencies. • Incorporate Sourcewell contract pricing and compliance language into all quote templates, proposals, and fleet bid responses. • Develop a dedicated Sourcewell contract landing page that outlines benefits, ordering instructions, and contact information. • Track Sourcewell usage in our internal systems to measure adoption, reporting, and customer satisfaction. • Promote the agreement through digital marketing, webinars, direct outreach, and partner collaboration with key upfit suppliers and government buyers. By integrating the Sourcewell agreement directly into our quoting, sales, and education workflows, we aim to make it a core part of how we serve the public sector.

42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Sutton Ford Inc. supports e-procurement-based purchasing and offers flexible tools and documentation to integrate with a wide range of public-sector procurement systems. E-Procurement Capabilities: • Digital Quote Delivery & Acceptance Sutton Ford provides formal quotes in digital formats (PDF, Excel, or XML) that align with agency purchasing system requirements. All quotes clearly identify Sourcewell pricing, contract terms, and administrative fee inclusions. • E-Quote Submissions via Procurement Portals We have experience responding to and submitting quotes through popular public procurement portals such as: - o Bonfire - o OpenGov - o DemandStar - o ProcureNow • PunchOut & ERP Compatibility While Sutton Ford does not currently offer full PunchOut catalog functionality, our quote and purchase documentation can be easily uploaded into ERP systems such as Tyler Munis, SAP Ariba, Oracle, and others used by state and local governments. • Digital Contract Packet Integration We provide complete Sourcewell compliance packets—including pricing, W-9, insurance, and administrative fee terms—that can be attached to agency systems for contract validation. • E-signature Support Purchase agreements and vehicle order acknowledgments can be executed digitally via DocuSign or PDF signature to streamline workflow. How Government & Education Customers Use It: Government and educational agencies typically use our e-procurement-compatible process to: • Upload Sutton Ford's quote into their internal procurement system • Match the Sourcewell contract to their requisition or PO workflow • Submit official purchase orders electronically for immediate processing • Maintain documentation for audit and compliance purposes We tailor our process to each Participating Entity's workflow and are happy to coordinate with agency IT or procurement teams to ensure seamless integration.
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Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Available Training Programs: 1. Vehicle Orientation & Feature Walkthrough (Optional, No Cost) • Upon request, Sutton Ford can provide a basic vehicle orientation that highlights standard features, dashboard functions, safety technology, and warranty terms. • We may also provide access to digital training resources, such as manufacturer-provided walk-through videos, manuals, and feature overviews. • In-person or virtual review options may be arranged based on agency preference and delivery logistics. 2. Upfit Equipment Orientation (Optional, No Cost for Basic Support) • For vehicles with specialized upfits (e.g., emergency lighting, partitions, K9 systems, ADA equipment), we can provide basic usage guidance or connect the agency with the equipment manufacturer for further instruction. • Training is typically conducted by Sutton Ford's upfit coordination team or the relevant vendor (e.g., Federal Signal, Setina.), and may be delivered in person or remotely. 3. Advanced Technical Training (Optional, Fee-Based) • For agencies requiring in-depth instruction on complex systems (e.g., ADA lift operation, mobile command integration), we can coordinate formal training through our OEM or upfit partners. • These sessions may include hands-on demonstrations, operational certifications, or scheduled technician briefings. • Any associated fees will be communicated up front and quoted based on agency needs. 4. Maintenance and Warranty Orientation (Optional, No Cost) • We provide general information and documentation on Ford's recommended maintenance schedules, warranty coverage, and how to locate authorized service centers. • This may include printed resources or links to digital tools such as FordPass Pro, Ford Fleet Info, or OEM warranty portals. Summary: Sutton Ford provides access to a range of training options and resources, most of which are available at no cost. More advanced or custom instruction can be arranged upon request, with full transparency regarding any associated fees. Our goal is to ensure that Participating Entities feel confident operating and maintaining the vehicles and equipment acquired through the Sourcewell agreement.
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44	Describe any technological advances that your proposed Solutions offer.	Technological Advances in Sutton Ford's Proposed Solutions Sutton Ford Inc. offers Sourcewell Participating Entities a vehicle procurement solution that incorporates a number of modern, fleet-ready technologies—both at the OEM level and through value-added enhancements in upfitting and support. 1. Connected Vehicle Technology All Ford current and upcoming model years vehicles offered under this contract come equipped with factory-installed telematics modems, enabling: • Real-time vehicle location tracking • Remote vehicle health monitoring • Over-the-air updates and diagnostics • Access to Ford's connected platforms such as FordPass Pro™ and Ford Pro™ Telematics Essentials These technologies improve visibility, uptime, and cost control across public-sector fleets. 2. Fleet Telematics & Data Integration Sutton Ford can activate or assist in integrating Ford Pro™ Telematics for fleet monitoring and compliance, including: • Driver behavior data (speed, idling, harsh braking) • Maintenance scheduling alerts • Integration with third-party asset management platforms • Custom reporting for agencies that manage large or distributed fleets 3. Advanced Upfit Technology Our turnkey vehicle solutions, particularly for public safety and utility use, incorporate modern electronic systems such as: • Smart controller consoles for light, siren, and radio management • Digital video and in-car recording systems • Temperature-controlled K9 units • LED emergency lighting with programmable flash patterns • ADA lift systems with safety interlocks and digital interfaces 4. Digital Quoting and Configuration Tools We utilize Darwin Automotive, a J.D. Power-powered configurator, to generate clear and accurate vehicle build quotes. This allows Participating Entities to review and approve specs with full transparency on options and pricing. Summary: Sutton Ford combines Ford's latest vehicle connectivity and safety features with advanced upfit integration and digital quoting tools. These technologies help Sourcewell Participating Entities better manage their fleets, improve operational efficiency, and receive mission-ready vehicles tailored to their use cases.
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45	Describe any service contract options or extended warranties being offered with your proposal.	Sutton Ford Inc. offers a full suite of Ford Protect® extended service contracts and warranty upgrade options for vehicles purchased through the Sourcewell contract. These options are designed to give Participating Entities long-term cost control, increased asset protection, and simplified fleet maintenance planning. Available Service Contract Options: 1. Ford Protect® PremiumCARE • Comprehensive coverage for over 1,000 components, including electronics, engine, transmission, suspension, air conditioning, and tech systems. • Terms available up to 8 years / 150,000 miles • Ideal for high-use government fleets or mission-critical vehicles. 2. Ford Protect® PowertrainCARE • Core protection for the engine, transmission, and drivetrain components. • Lower-cost option that still offers meaningful long-term protection. 3. Ford Protect® DieselCARE • Tailored for Super Duty trucks and chassis cabs with diesel engines. • Covers key diesel-specific components such as turbochargers, injectors, fuel pumps, and exhaust treatment systems. 4. Ford Protect® Commercial VehicleCARE • Designed for upfit-heavy or vocational fleet vehicles used by public works, utilities, or transit agencies. • May include limited coverage for installed equipment (consulted case-by-case). • Offers extended wear protection and higher-mileage thresholds. Key Features: • \$0 and low-deductible options available • Fully transferable to agency successors or resale buyers • Can be bundled into lease or municipal financing agreements • All service contracts are honored at any Ford dealership nationwide How Offered: • Sutton Ford includes extended warranty options as line items on quotes or as part of financing bundles. • Participating Entities can request a customized warranty plan based on vehicle use case, anticipated mileage, and replacement cycles. • No minimum purchase requirement—available for both single and fleet vehicle orders. Summary: Through Ford Protect®, Sutton Ford offers a flexible range of extended warranty and service contract options that can be tailored to meet the operational and financial needs of Sourcewell Participating Entities. These plans enhance peace of mind and ensure maximum vehicle uptime over the long term.
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46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Sutton Ford Inc. provides comprehensive warranty coverage that includes Ford Motor Company's factory vehicle warranties and manufacturer-backed warranties on installed upfit equipment. Our warranty support process is structured to ensure Sourcewell Participating Entities receive timely, regionally accessible service with full transparency and coordination. 1. Ford OEM Vehicle Warranty Coverage All Ford vehicles delivered through this agreement are covered by Ford's new vehicle limited warranty, valid nationwide at any certified Ford dealership: Warranty Type Coverage Details Bumper-to-Bumper 3 years / 36,000 miles Powertrain (Gas) 5 years / 60,000 miles Powertrain (Diesel) 5 years / 100,000 miles Corrosion Protection 5 years / Unlimited miles Roadside Assistance 5 years / 60,000 miles • Coverage Includes: Parts, labor, and diagnostics for factory-installed components • Geographic Scope: Valid in all 50 U.S. states at 3,000+ Ford service centers • Technician Travel: Not applicable; repairs are completed at authorized Ford service locations 2. Warranty for Upfit Components Sutton Ford works with industry-leading upfit manufacturers, including Federal Signal, Setina, Havis, Holman, and WeatherGuard. These partners offer warranties on their respective components, which typically include: • Coverage: Manufacturer support for installed products, covering defects in materials or workmanship • Scope: Parts and labor for warranty-covered repairs • Administration: - o Sutton Ford provides documentation and serves as the point of contact to initiate warranty claims - o In most cases, repairs are completed at certified partner locations or through the manufacturer's service network - o Onsite technician service may be available depending on vendor policy and location; any travel-related charges will be disclosed in advance if applicable 3. Warranty Administration Support • Central Point of Contact: Our dedicated Fleet Warranty Coordinator handles all post-sale service inquiries. • Claim Management: We assist in verifying warranty eligibility, coordinating service, and ensuring completion. • Transparency: All warranty coverage and documentation are included with the vehicle delivery packet for easy reference and recordkeeping. Summary: Sutton Ford delivers full OEM warranty coverage and facilitates third-party warranty support for all upfitted components. With national serviceability, transparent communication, and in-house coordination, we ensure Sourcewell Participating Entities receive fast and efficient warranty support across their fleet.
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47	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sutton Ford Inc. is committed to environmental responsibility and sustainability through both our internal business practices and the solutions we offer to Sourcewell Participating Entities. Our initiatives support reduced emissions, energy conservation, and forward-thinking fleet strategies aligned with evolving municipal and educational sustainability goals. Company-Level Green Initiatives: 1. Recycling and Waste Reduction Programs • We maintain dealership-wide recycling programs for tires, oil, batteries, and scrap metal. • Used motor oil is collected and recycled through a licensed third-party vendor. • Paperless invoicing and digital document workflows are implemented across fleet operations. 2. Energy-Efficient Facility Upgrades • Our facilities are equipped with LED lighting, high-efficiency HVAC systems, and motion-activated systems to reduce power consumption. Certifying Agency: Internal implementation; energy data reviewed through local utility rebate programs (e.g., ComEd Smart Ideas®) 3. Idle Reduction and EV Readiness Policies • Company policy encourages idle-time reduction on company vehicles and delivery trucks. • We are actively working toward EV readiness infrastructure at both Illinois and Florida locations, including charging infrastructure at our locations. Sutton Ford supports 7 level two chargers and a 130KW level 3 charger with infrastructure in place for 2 additional. Solution-Level Green Benefits: 1. EV, Hybrid and Low-Emission Vehicle Offerings • Many of the 2026 Ford vehicles offered in our Sourcewell proposal include full EV, hybrid or fuel-efficient ICE variants. - o Examples include: Ford Police Interceptor Utility Hybrid, F-150 PowerBoost, and Ford Maverick Hybrid. • These vehicles support agency goals for reducing carbon emissions and improving fuel economy. Certifying Agency: U.S. Environmental Protection Agency (EPA SmartWay Certification, where applicable) 2. Future EV Integration Support • While this proposal focuses on ICE vehicles, hybrid, and EV solutions, Sutton Ford is equipped to support fleet electrification in future contract phases through: - o Infrastructure planning consultations - o Ford E-Transit and F-150 Lightning allocation (pending category eligibility) - o Charging partner referrals and readiness assessments through Ford Pro Certifying Agency: EV capabilities are supported by Ford Motor Company's Ford Pro™ EV planning and telematics tools. Summary: Sutton Ford is committed to sustainability through operational best practices and vehicle solutions that help Sourcewell Members achieve their environmental and fleet modernization goals. As demand for greener fleets grows, we are prepared to expand our offerings and support agencies with cleaner, smarter transportation strategies.
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48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sutton Ford Inc. offers Sourcewell Participating Entities access to a wide range of vehicles and fleet solutions that support energy efficiency, emissions reduction, and sustainable design. While Sutton Ford does not directly hold third-party environmental certifications, many of the vehicles and components included in our proposal are certified or recognized by nationally and internationally respected green rating systems. 1. EPA SmartWay® Certification Several vehicles available through our offering are EPA SmartWay® Certified, meeting or exceeding environmental performance benchmarks for fuel economy and low greenhouse gas emissions. • Certifying Body: U.S. Environmental Protection Agency (EPA) • Applies To: Select Ford hybrid and fuel-efficient ICE vehicles, including: - o Ford Police Interceptor Utility Hybrid - o Ford Maverick Hybrid - o Ford F-150 PowerBoost Hybrid - o Ford Escape Hybrid (where applicable) • Relevance: Supports fleet emissions reduction and green procurement initiatives. 2. Ford Motor Company Sustainability Commitments Ford, the OEM behind our vehicle offering, maintains a strong global sustainability record supported by third-party certifications: • ISO 14001 (Environmental Management System) certified at all major manufacturing sites. • Science-Based Targets Initiative (SBTi) commitments for greenhouse gas reduction. • CDP "A List" Ratings for water and climate disclosure. • Carbon neutrality target by 2050, with 100% renewable electricity targeted for global manufacturing by 2035. These efforts directly benefit Sourcewell Members by ensuring that the vehicles they purchase are manufactured under globally recognized sustainability frameworks. 3. Recyclability and Life-Cycle Design • Ford designs many of its vehicles with up to 80% recyclable content, including recycled plastics and sustainable textiles in interiors. • Advanced battery and hybrid systems follow life-cycle recycling protocols. These attributes support cradle-to-cradle and circular economy principles aligned with public sector green initiatives. Summary: Sutton Ford's solutions align with current environmental standards through SmartWay® certified vehicle offerings, manufacturer-led ISO and sustainability certifications, and life-cycle-conscious design practices. We are committed to helping Sourcewell Participating Entities meet their green fleet goals with clean, efficient, and future-ready vehicle platforms.
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49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Sutton Ford Inc. offers Sourcewell Participating Entities a comprehensive, turnkey vehicle procurement solution that is both nationally scalable and deeply grounded in government fleet expertise. What sets our offering apart is the integration of vehicle sales, upfitting, delivery, and support—streamlined under a single contract, with public-sector priorities at the core. Unique Attributes of Our Company and Proposal: 1. Government Fleet Focus & Proven Experience - Sutton Ford is one of the top-performing Ford dealers in the country for government sales, ranking #3 nationally in 2024 for public-sector volume. - We bring decades of experience fulfilling cooperative, state, and municipal contracts and currently serve major agencies such as the City of Chicago, State of Illinois, and Cook County. 2. Turnkey Vehicle Solutions for All Agency Sizes and Locations - Our in-house upfitting operation at Frontline Vehicle Supply (Cocoa, FL) and partner facilities in Illinois allow us to deliver mission-ready vehicles directly to the agency—fully upfitted, labeled, and field-ready. - This is particularly valuable for agencies in remote or rural areas that lack access to certified or experienced upfitters, especially those trained on the latest law enforcement, ADA, or utility vehicle platforms. - Because we buy and install equipment at scale, Participating Entities benefit from volume-discounted pricing, regardless of their individual order size. 3. Nationwide Delivery & Support Network - We deliver to all 50 U.S. states, with logistics handled entirely by our in-house fleet team. - Participating Entities may choose direct-to-agency delivery or local Ford Dealer courtesy delivery, and all fulfillment is backed by 3,000+ Ford-authorized service centers for long-term support. 4. Dedicated Contract and Support Team - Sourcewell customers are assigned a dedicated contract team that handles quoting, compliance documentation, order management, and post-sale service coordination. - Our staff is trained on Sourcewell procedures and helps agencies navigate cooperative purchasing with ease. 5. Flexible Procurement and Finance Options - We support leasing and financing through Ford Credit – Municipal Finance, and offer optional P-card payment on a case-by-case basis. - E-procurement-compatible documentation and streamlined quote workflows reduce agency administrative burden. 6. Transparent, Cooperative-Focused Pricing - Our pricing model is based on MSRP minus a fixed discount, with no hidden fees or documentation charges. - Freight and courtesy delivery options are disclosed upfront, and our flat administrative fee makes tracking and compliance simple. Summary: Sutton Ford delivers a unique value proposition by combining nationwide vehicle sales with turnkey upfitting, flexible delivery, and transparent cooperative pricing—all under one accountable vendor. For Sourcewell Participating Entities, especially those in rural or underserved areas, we provide a one-stop solution to access advanced fleet vehicles without needing to source or manage multiple vendors.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	Sutton Ford Inc. is a certified Minority Business Enterprise (MBE) and maintains active certifications with the following recognized agencies: NMSDC – National Minority Supplier Development Council New York Port Authority Certified MBE Supplier Clearinghouse (California Public Utilities Commission – CPUC) Cook County, Illinois – Certified Minority Business Enterprise and WBE These certifications reflect our commitment to supplier diversity, public-sector accountability, and equitable economic participation. Documentation for each certification will be uploaded in the document section of our Sourcwell proposal.	*
51		Minority Business Enterprise (MBE)	☒ Yes ☐ No	NMSDC-NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL NEW YORK PORT AUTHORITY SUPPLIER CLEARING HOUSE COOK COUNNTY IL	*
52		Women Business Enterprise (WBE)	☒ Yes ☐ No	COOK COUNTY IL	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	N/A	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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59	Describe your payment terms and accepted payment methods.	Sutton Ford Inc. offers flexible and government-friendly payment terms designed to meet the procurement and fiscal requirements of Sourcewell Participating Entities. Standard Payment Terms: • Net 30 days from the date of invoice, unless otherwise agreed upon with the Participating Entity. • Invoicing occurs upon delivery or as specified in the purchase order or contract terms. Accepted Payment Methods: • ACH (Automated Clearing House) / EFT (Electronic Funds Transfer) • Wire Transfer • Physical Check • P-Card (Procurement Card) — accepted on a case-by-case basis. Please note that Sutton Ford is subject to transaction fees for P-Card payments (3% of the total transaction), and in some instances, the cost impact may render this method impractical for large or complex vehicle purchases. We are committed to working collaboratively with each Participating Entity to align on a payment method and schedule that supports compliance, transparency, and operational efficiency.
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60	Describe any leasing or financing options available for use by educational or governmental entities.	Sutton Ford Inc. offers a variety of flexible leasing and financing options tailored to the unique budgeting and procurement needs of public sector fleets, including educational institutions and government agencies. We work directly with Ford Credit – Municipal Finance and other approved government leasing partners to provide tax-exempt financing options structured specifically for qualified governmental and educational entities. Available Lease and Finance Structures: • Municipal Lease-Purchase Agreements (MLP): Enables ownership at the end of the term with no residual or balloon payment. Payments are structured to preserve capital while allowing immediate vehicle deployment. • Operating Leases: Provides flexible vehicle use without the long-term ownership commitment, with lower monthly payments. • Closed-End or Open-End Leases: Configurable based on the entity's preference for mileage limits and risk tolerance. • Deferred Payment Options: Aligns payments with budget cycles, grants, or capital planning timelines. Key Benefits of Ford Municipal Lease-Purchase Financing: • Tax-Exempt, Fixed-Rate Financing: Structured specifically for qualified agencies, offering lower cost than commercial loans. • Zero Down Payment Required: No capital outlay or security deposit required to initiate the lease. • Flexible Payment Schedules: Monthly, quarterly, semi-annual, or annual payments available to match agency fiscal calendars. • Full Inclusion of Vehicle-Related Costs: Financing can cover vehicles, upfitting, graphics, accessories, and extended warranties in one package. • No Mileage Limits or Penalties: Unlike standard commercial leases, MLPs include no mileage restrictions or end-of-term charges. • Equity and Ownership: Agencies accrue equity with each payment and take full ownership at the end of term, often with just a \$1 buyout. • Fleet Expansion Leverage: Enables agencies to acquire more vehicles per fiscal cycle compared to cash purchases. • Stable, Predictable Budgeting: Fixed interest rates and no prepayment penalties help agencies avoid budget uncertainty. Sutton Ford Leasing Support: Our team collaborates with agency finance and procurement officials to: • Secure tax-exempt lease quotes • Include upfit and warranty items in the lease bundle • Align payment terms with funding sources • Deliver turnkey solutions with minimal administrative overhead Sutton Ford's leasing and financing programs are designed to simplify fleet acquisition, control long-term costs, and support compliance with local and state procurement requirements.
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61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Sutton Ford Inc. uses a concise and transparent set of standard transaction documents when working with government and educational agencies under cooperative agreements. These documents are tailored to align with public-sector procurement requirements and will be adapted as needed to comply with Sourcewell's Master Agreement terms. Standard Documents Include: 1. Official Vehicle Quote - o Lists vehicle make, model, configuration, MSRP, Sourcewell discounted price, freight (if applicable), upfit costs, and applicable taxes or fees (if any). - o References Sourcewell contract number and pricing terms. 2. Purchase Order (Provided by Participating Entity) - o Used as the official acceptance of the quoted terms and initiates vehicle ordering. 3. Order Acknowledgment / Sales Agreement - o Issued by Sutton Ford upon PO receipt. - o Confirms all final vehicle specs, pricing, Sourcewell contract reference, and expected delivery timeline. 4. Upfit Specification Worksheet (if applicable) - o Details line-item upfitting components, installation labor, and supplier/vendor part numbers. 5. Terms and Conditions - o Standard government-focused terms addressing warranty coverage, payment terms, delivery obligations, cancellation policies, and acceptance protocols. - o Compliant with Sourcewell's Master Agreement structure. 6. Invoice - o Reflects the agreed-upon contract pricing and is submitted upon vehicle delivery or completion of services. All applicable templates will be uploaded in the document section of our proposal for Sourcewell's review. Sutton Ford is also open to using Participating Entity-specific formats when required by state or agency policy.
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sutton Ford accepts ACH, wire, check, and P-Card. No additional fees for P-Card payments up to \$10,000; pricing is P-Card inclusive. For larger transactions we will work with the Participating Entity to select the most efficient method while preserving contract value.
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sutton Ford Inc.'s pricing model is based on a Manufacturer's Suggested Retail Price (MSRP) minus a discount, as determined by the applicable government fleet incentives and manufacturer pricing programs in effect at the time of order. All items we would like Sourcewell to consider as part of this RFP response are included in our uploaded pricing materials, which clearly identify: -Base MSRP -Applicable Sourcewell discount -Sourcewell contract price -Vehicle model information and description -Aftermarket equipment and upfit pricing, where applicable We have also provided manufacturer body codes or vendor part numbers to support configuration and quoting accuracy. Our pricing model allows for transparent quoting, contract compliance, and ease of verification for Participating Entities. We will continue to update pricing in accordance with manufacturer releases and notify Sourcewell of any changes in list or discount structures. All pricing quoted is not to exceed our current Sourcewell price file on record; Sutton Ford may offer lower pricing for volume, agency programs, or promotions.

64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sutton Ford Inc. confirms that all pricing submitted under this proposal is based on a percentage discount from MSRP and varies by vehicle line according to the Ford Motor Company Government Price Concession (GPC) applied to each specific model and configuration. The total discount range, which includes applicable vehicle incentives and aftermarket equipment pricing, falls between 3% and 13.38% off MSRP on Ford vehicle lines and up to 30% on aftermarket equipment, depending on the manufacturer's government program, vehicle class, or the vendor-contracted pricing for upfit components. These discounts are passed through to Sourcewell Participating Entities and will be clearly itemized on all quotes and purchase orders to ensure transparency and contract compliance.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Sutton Ford Inc. offers tiered volume discounts for Participating Entities placing large fleet orders under the Sourcewell agreement. These discounts are designed to provide additional cost savings for high-volume acquisitions and coordinated cooperative purchases. - Volume Discount Tiers: 75 units or more: Discounted pricing available upon request 150 units or more: Enhanced volume pricing offered based on vehicle mix, timing, and upfit complexity Participating Entities are encouraged to contact our fleet sales team directly to discuss volume-based pricing scenarios. Additional savings may also be available when units are ordered with uniform specifications or scheduled for consolidated production runs. All volume discounts will be clearly documented in the quote and remain fully compliant with Sourcewell reporting and administrative fee requirements.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sutton Ford Inc. proposes to supply any "open market" or "non-contracted" items—such as specialty accessories, third-party components, or unique service requests—at cost plus 5%. This cost-plus structure ensures transparency and consistency while allowing flexibility to fulfill specialized or non-standard requests that fall outside the core contract offering. All such items will be: - Clearly itemized in the customer quote - Labeled as non-contract items for easy identification - Fully disclosed and reviewed with the Participating Entity prior to purchase order approval Quotes for open market items will include documentation of supplier cost to validate pricing integrity upon request.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Sutton Ford Inc. confirms that freight is not included in the base vehicle pricing submitted in this proposal. However, freight coordination is fully managed by Sutton Ford at no cost to the Participating Entity, and any associated freight charges will be clearly disclosed up front on each quote for full transparency. If it is determined that utilizing the Ford Dealer Courtesy Delivery Network is more cost-effective than direct transport, the Participating Entity may elect that option. In such cases, the customer would be responsible for the associated courtesy delivery fee charged by the receiving Ford dealer. As with transport charges, this fee will also be clearly identified in the quote prior to the issuance of a purchase order, ensuring complete transparency and customer approval in advance. Sutton Ford does not charge a documentation fee (doc fee) under this agreement. Pre-delivery inspection (PDI) is included at no additional cost when performed by Sutton Ford or Cocoa Ford. We also do not impose any mandatory training, installation, or setup fees, unless specifically requested by the Participating Entity as part of a custom upfit solution. Any such charges would be quoted and agreed to in writing prior to order acceptance.	*

68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sutton Ford Inc. manages all aspects of vehicle freight, delivery, and shipping coordination to ensure smooth and timely fulfillment for Sourcewell Participating Entities. While freight is not included in the base vehicle price, we fully manage logistics and provide transparent, up-front pricing on every quote. Freight charges, if applicable, are clearly disclosed prior to the issuance of a purchase order. Freight & Shipping Program Overview: • Direct-to-Agency Delivery Vehicles can be shipped via bonded transport directly to the Participating Entity's location. We work with licensed and insured transport partners that specialize in government fleet movement. Freight cost is calculated based on vehicle type, distance, and routing efficiency. • Courtesy Delivery via Ford Dealer Network When more cost-effective, Sutton Ford may coordinate a courtesy delivery through a local Ford dealership near the Participating Entity. In such cases, the Participating Entity is responsible for any applicable courtesy delivery fee charged by the receiving dealership. This option can result in lower overall cost and faster delivery in certain regions. • Staging & Upfit Integration Vehicles requiring upfitting may be staged at Sutton Ford (Matteson, IL), Cocoa Ford / Frontline Vehicle Supply (Cocoa, FL), or a certified third-party upfit partner. Delivery timing is coordinated upon completion of the upfit and verified through our fleet team. • Transparent Freight Quotes All shipping or delivery costs are clearly itemized in advance of order confirmation. We do not apply markups to freight; all charges are passed through at cost and are optional—Participating Entities may elect to pick up vehicles themselves if desired. Communication & Tracking: • Customers receive real-time updates on vehicle shipping status. • Tracking numbers or carrier information is provided upon vehicle dispatch. • Our fleet team remains the point of contact until the vehicle is accepted by the customer. Summary: Sutton Ford's freight and delivery program is designed to be flexible, transparent, and cost-effective, giving Participating Entities full visibility and choice in how their vehicles are delivered.
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69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sutton Ford Inc. is fully authorized and equipped to coordinate and deliver vehicles to Participating Entities located in all 50 U.S. states, including Alaska and Hawaii. We utilize bonded overland and oceanic freight providers to ensure secure and timely delivery to these non-contiguous U.S. locations. Alaska & Hawaii: Ocean Freight Coordination Vehicles destined for Alaska or Hawaii are shipped via marine transport, typically departing from West Coast ports such as Seattle, WA or Long Beach, CA. Sutton Ford coordinates overland transportation to the port and handles booking and transfer to the ocean freight carrier. Delivery Timing Delivery timelines vary based on port availability and shipping schedules, but are clearly communicated at the time of order. Quoting and Billing All transportation and delivery fees—including overland and ocean freight—are quoted in advance and presented transparently on the vehicle quote. The Participating Entity is responsible for actual shipping charges, but Sutton Ford manages all logistics and paperwork. Final Mile Delivery Where applicable, we coordinate with local Ford dealerships or bonded receiving agents in Alaska and Hawaii to complete final delivery and vehicle acceptance. Canada and U.S. Territories: Sutton Ford Inc. is not authorized to sell or deliver vehicles to Participating Entities located in Canada or U.S. territories, including Puerto Rico, Guam, U.S. Virgin Islands, or American Samoa. This restriction is based on our Ford Motor Company dealer franchise agreement, which limits our sales and distribution territory to the 50 U.S. states.
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70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sutton Ford Inc. offers a variety of flexible and customer-focused delivery methods that distinguish our proposal and enhance convenience, speed, and cost-efficiency for Sourcewell Participating Entities. Our distribution model is built on centralized control, national reach, and strategic partnerships. Unique Delivery Methods & Options: 1. Dual Fulfillment Hubs for Nationwide Reach - o Vehicles are processed and staged at either Sutton Ford (Matteson, IL) or Cocoa Ford / Frontline Vehicle Supply (Cocoa, FL) depending on proximity to the Participating Entity and upfit requirements. - o This two-hub model allows for faster regional distribution, reduced shipping costs, and better inventory flexibility. 2. Integrated Upfit & Staging Workflow - o Vehicles requiring customization (lighting, graphics, storage, ADA, etc.) are staged and upfitted prior to shipment, ensuring they arrive to the agency ready for immediate use. - o This reduces agency coordination time and allows for single-invoice billing on turnkey solutions. 3. Courtesy Delivery via the Ford Dealer Network - o In regions where direct shipping may be cost-prohibitive or logistically challenging, Sutton Ford coordinates courtesy delivery through local Ford dealers. This option may offer shorter transit times and reduced shipping costs. - o Participating Entities selecting this method are responsible for the dealer's courtesy delivery fee, which is always disclosed in advance. 4. Flexible Final Destination Options - o Vehicles can be delivered directly to agency facilities, staging yards, or designated upfitters based on project needs. - o We also support multi-point deliveries for split-fleet orders. 5. Bonded and Insured Transport Partnerships - o All deliveries are handled by experienced fleet transport providers under full insurance coverage. - o Sutton Ford manages all logistics directly, eliminating the need for agency coordination with carriers. 6. Remote Inspection and Delivery Acceptance Support - o For distant deliveries, Sutton Ford can coordinate remote acceptance protocols, including digital inspection reports, delivery photos, and remote sign-off options to streamline delivery verification. Summary: Sutton Ford's delivery model is designed for flexibility, scalability, and ease of use. By combining direct fulfillment, upfit integration, dealer courtesy delivery options, and real-time communication, we ensure that Participating Entities receive mission-ready vehicles with minimal administrative burden.
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71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Sutton Ford Inc. will implement a structured self-audit and contract compliance program to ensure all transactions under the Sourcewell Master Agreement adhere to the pricing, reporting, and administrative requirements set forth in the contract. This program is designed to protect both Sourcewell and Participating Entities by ensuring pricing integrity and operational transparency. Key Components of Our Self-Audit Program: 1. Quarterly Contract Compliance Review • We will perform a quarterly audit of all Sourcewell transactions to: - o Verify that contract pricing matches the terms submitted in our pricing file - o Ensure that administrative fees are correctly calculated and remitted - o Confirm that all required documentation (quotes, invoices, POs) properly reference Sourcewell 2. Internal Quote Validation Workflow • All Sourcewell quotes are generated by our centralized fleet team using preloaded pricing templates. • Each quote is reviewed and approved by a senior fleet manager before being submitted to the Participating Entity to confirm contract alignment. • Quotes are automatically checked against MSRP and GPC files to validate that applicable vehicle and upfit discounts are correctly applied. 3. Post-Sale Invoice Reconciliation • Invoices are cross-checked against original quotes and vehicle build sheets. • A dedicated compliance analyst flags any variances or outliers for management review before reporting to Sourcewell. 4. Sourcewell Tagging and Reporting Controls • All Sourcewell transactions are tagged in our Dealer Management System (DMS) and CRM platforms for tracking. • Reports are generated monthly and reviewed for completeness, pricing accuracy, and administrative fee validation before quarterly submission. 5. Customer Confirmation and Transparency • Participating Entities receive detailed quotes and line-item pricing up front. • We also provide a final pricing confirmation at the time of delivery to ensure the agreed-upon Sourcewell terms have been honored.
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72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	If awarded a Sourcewell Master Agreement, Sutton Ford Inc. will actively track key performance indicators (KPIs) across sales, service, customer engagement, and contract compliance. These internal metrics will help us measure contract success and continuously improve our support to Participating Entities: 1. Sales & Adoption Metrics • Number of Participating Entities Served Tracked monthly to measure contract reach and onboarding progress. • Total Vehicles Delivered Under Sourcewell Compared against quarterly targets and historical contract performance. • Sales Volume by Region and Segment Allows us to identify high-performing markets and focus outreach accordingly. 2. Customer Service Metrics • Average Response Time to Quote Requests Goal: Respond within 1 business day on average. • Order-to-Delivery Turnaround Time Measured from PO acceptance to vehicle handoff, segmented by vehicle type and upfit status. • Issue Resolution Time Tracked for warranty, delivery, or documentation issues. Goal: Initiate resolution within 1 business day. 3. Engagement & Marketing Metrics • Contract Landing Page Visits and Quote Form Submissions Gauges interest generated through our digital campaigns and education efforts. • Email Campaign Open and Click-Through Rates Used to refine messaging to procurement professionals and fleet managers. • Webinar and Trade Show Participation Tracked by attendance and post-event follow-up conversion rates. 4. Compliance & Reporting Metrics • Timely Submission of Quarterly Sales Reports Monitored to ensure Sourcewell receives complete and accurate data. • Administrative Fee Accuracy Reconciled each quarter with actual transaction records to maintain transparency.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Sutton Ford Inc. proposes that an administrative fee will be 1% of the total transaction price, which is inclusive of all aftermarket equipment. In cases where the calculated 1% fee is less than \$325, a flat fee of \$325 will be applied. This fee structure is fixed, transparent, and applies uniformly to all transactions under this contract. We are committed to maintaining full compliance with Sourcewell's administrative fee reporting schedule and submission procedures.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sutton Ford's pricing under this Sourcewell proposal is highly competitive and structured to match or outperform what we offer through existing state contracts and other cooperative purchasing agreements. Our pricing reflects volume-based fleet terms typically reserved for large government accounts, ensuring Sourcewell Members receive favorable vehicle pricing that is fully compliant and procurement-ready. What differentiates this Sourcewell pricing is the bundled value we provide at no additional cost: • No upcharges for cooperative contract participation • Nationwide delivery coordination included • No-cost onboarding and configuration assistance • Participating Entities utilizing Sutton Ford for upfitting benefit from our national supplier volume discounts, regardless of order size This model emphasizes transparency, efficiency, and contract-wide consistency—allowing Participating Entities to confidently leverage Sourcewell without needing to independently negotiate or benchmark pricing. All pricing quoted is Not-to-Exceed our current Sourcewell price file on record; Sutton Ford may offer lower pricing for volume, agency programs, or promotions.

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

Line Item	Category Selection *
75	Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Sutton Ford Inc. offers a comprehensive, nationwide vehicle procurement and upfitting solution under Category 1 of Sourcewell RFP #081325. Our offering includes the complete current Model Year Ford lineup, including ICE, hybrid, and EV models—spanning SUVs, vans, trucks, and sedans—paired with government-specific upfitting, Ford OEM fleet software, extended warranty coverage, coordinated delivery, service, and contract support. 1. New Vehicle Solutions Offered Sutton Ford provides factory-new, current-model-year Ford vehicles in the following classifications: • Sport Utility Vehicles (SUVs) - o Ford Explorer (including Police Interceptor Utility – PIU) - o Ford Expedition and Expedition MAX - o Ford Bronco - o Ford Bronco Sport • Vans - o Ford Transit Cargo and Passenger Vans (T-150, T-250, T-350) - o Configurable for passenger, cargo, or ADA/paratransit use • Light Trucks and Chassis Cabs - o Ford F-150 (including Police Responder) - o Ford F-250, F-350, F350 DRW - o Multiple cab, bed, and drivetrain configurations available • Sedans & Coupes - o Ford Mustang (fleet-eligible trims for administrative or specialty use) All vehicles are ordered via Ford Motor Company's authorized dealer fleet system and delivered unregistered and ready for service. 2. Turnkey Upfitting Solutions Sutton Ford offers certified vehicle upfitting tailored to public-sector requirements. Upfits include: • Law Enforcement Packages - o Push bumpers, lightbars, sirens, prisoner partitions, K9 inserts - o Installed using equipment from Setina, Federal Signal, Havis • Utility & Public Works Upfits - o Service bodies, tool storage, ladder racks, liftgates, snowplows - o Partners include Holman, WeatherGuard, Knapheide, and Reading • ADA & Transit Configurations - o Wheelchair lifts, flooring, safety restraints - o FMVSS- and ADA-compliant solutions for side or rear entry • Graphics & Striping - o Reflective decals, municipal branding, unit numbers, full wraps All upfit work is performed at Frontline Vehicle Supply (Cocoa, FL), Federal Signal (University Park, IL), or onsite at our partner third-party body modifier facilities, using certified technicians and public-sector build standards. 3. Ford Software & Telematics Solutions Sutton Ford provides Ford OEM software to enhance fleet management capabilities: • Ford Pro™ Telematics Essentials (Free) - o Vehicle health alerts, diagnostics, location data • Ford Pro™ Telematics (Paid) - o Real-time driver behavior insights, fuel tracking, geofencing, usage analytics • Ford Data Services™ - o API access for integration with third-party fleet platforms Our team assists with setup, onboarding, and configuration to support agency-specific data needs. 4. Nationwide Delivery & Service Network We deliver and support vehicles across the U.S. through: • Nationwide Delivery - o Door-to-door transport, with pre-delivery inspections and staging • National Ford Dealer Network - o Access to over 3,000 certified service centers for warranty and maintenance • Supplemental support from our partner upfitting vendor service networks 5. Warranty Coverage Vehicles are covered under Ford's new vehicle warranties:

	• 3 years / 36,000 miles bumper-to-bumper • 5 years / 60,000 miles powertrain (gas) • 5 years / 100,000 miles powertrain (diesel) Upfit components carry manufacturer warranties, typically 3 years / 36,000 miles or more, supported by installation partners.
	6. Available Extended Warranty Coverage Options Sutton Ford offers Ford Protect® extended service plans, available at time of order: • PremiumCARE – Comprehensive coverage (electronics, HVAC, suspension), up to 8 yrs / 150,000 mi • PowertrainCARE – Engine, transmission, and drivetrain • DieselCARE – Diesel component protection for Super Duty platforms • Commercial VehicleCARE – Tailored for fleet and utility vehicles, may include upfit coverage Plans can be bundled with vehicle purchases and added to the pricing schedule.
	7. Additional Support Services Included services offered to Sourcewell Participating Entities: • Vehicle configuration consulting • Specification reviews, build optimization, Ford fleet code guidance • Quote & order support - o Sourcewell-specific quote templates and preloaded pricing • Post-sale warranty coordination - o Administration of Ford and upfit warranties • Compliance & procurement assistance - o Cooperative contract onboarding - o Agency-specific documentation support
	Summary Sutton Ford Inc. offers a full turnkey solution tailored for Sourcewell Members, including new Ford ICE vehicles, custom upfitting, Ford software platforms, extended warranty programs, and nationwide delivery and support. With dedicated fleet infrastructure in Illinois and Florida and backed by the vast Ford and partner service network, Sutton Ford is equipped to serve public-sector fleets of all sizes and functions throughout the United States.

77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Government and Administrative Fleet Vehicles - Sedans, SUVs, and light-duty pickups used by municipal and state agencies for administrative, inspection, or operational support. Subcategories: - Hybrid and Electric Powertrain Offerings - Turnkey Vehicle Upfitting and Equipment Installation - Fleet Technology and Telematics Solutions - Extended Warranty and Lifecycle Support Plans - Nationwide Delivery and Service Network 2. Law Enforcement and Emergency Response Vehicles - Pursuit-rated and specialty police vehicles, including the Ford Police Interceptor Utility, F-150 Police Responder, and administrative fleet units. Subcategories: - Hybrid and Electric Powertrain Offerings (e.g., hybrid PIU configurations) - Turnkey Vehicle Upfitting and Equipment Installation (lighting, K9, prisoner partitions, consoles, decals) - Fleet Technology and Telematics Solutions (Ford Pro™ with GPS, diagnostics, driver behavior) - Extended Warranty and Lifecycle Support Plans (Police-specific PremiumCARE and drivetrain protection) - Nationwide Delivery and Service Network 3. Utility, Public Works, and Maintenance Trucks - Super Duty trucks (F-250 to F-350DRW Pickups) and upfitted for vocational uses such as public works, maintenance, sanitation, or field response. Subcategories: - Hybrid and Electric Powertrain Offerings (F-150 Hybrid / F-150 Lightning) - Turnkey Vehicle Upfitting and Equipment Installation (service bodies, tool racks, plows, utility beds) - Fleet Technology and Telematics Solutions - Extended Warranty and Lifecycle Support Plans - Nationwide Delivery and Service Network 4. ADA-Compliant and Paratransit Vans - Ford Transit vans configured with ADA lifts, restraints, and accessible layouts for public transportation and health services. Subcategories: - Hybrid and Electric Powertrain Offerings (E-Transit) - Turnkey Vehicle Upfitting and Equipment Installation (wheelchair lifts, flooring, signage, prisoner securement systems) - Fleet Technology and Telematics Solutions - Extended Warranty and Lifecycle Support Plans - Nationwide Delivery and Service Network
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Table 7C: Depth and Breadth - Category 1 - All Engine Types

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

Line Item	Category or Type	Offered *	Comments
78	Automobiles	☒ Yes ☐ No	Ford Mustang
79	Sport Utility Vehicles	☒ Yes ☐ No	Mustang Mach-E Bronco Sport Bronco Explorer Explorer Police Interceptor Expedition / Expedition Max
80	Vans	☒ Yes ☐ No	Transit E-Transit
81	Light Trucks (half ton, three quarter ton, and one ton)	☒ Yes ☐ No	Maverick Ranger F-150 F-150 Lightning F-250 Super Duty Pickup SRW F-350 Super Duty Pickup SRW F-350 Super Duty Pickup DRW
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	☒ Yes ☐ No	All vehicles offered have Public Safety Applications and aftermarket Equipment offered by us and our supplier partners.
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	☒ Yes ☐ No	Transit has upfitting designed for ADA and Paratransit Applications that we offer through our Vendor Network.
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	☒ Yes ☐ No	The complete Super Duty lineup has upfitting designed for Service Body and Utility Bed for Light Truck offered through our Supplier Partner Network.
85	Conventional Internal Combustion models	☒ Yes ☐ No	All offerings made under this section have Conventional Internal Combustion Engine Offerings.
86	Natural gas, propane autogas, hybrid, or alternative fuel models	☒ Yes ☐ No	Explorer Police Interceptor Hybrid Maverick Hybrid F-150 PowerBoost Hybrid Engine
87	Electric powered models	☒ Yes ☐ No	Mustang Mach-E F-150 Lightning E-Transit

Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☒ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Line Item	Category or Type	Offered *	Comments
88	Automobiles	☐ Yes ☐ No	
89	Sport Utility Vehicles	☐ Yes ☐ No	
90	Vans	☐ Yes ☐ No	
91	Light Trucks (half ton, three quarter ton, and one ton)	☐ Yes ☐ No	
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	☐ Yes ☐ No	
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	☐ Yes ☐ No	
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	☐ Yes ☐ No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 95. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - MASTER PRICING SUBMISSION - SOURCEWELL.pdf - Wednesday August 13, 2025 11:27:41
- [Financial Strength and Stability](#) - SOURCEWELL FIN PACKET-SUTTON FORD.pdf - Sunday August 10, 2025 11:26:36
- [Marketing Plan/Samples](#) - Marketing Slide Deck.pdf - Wednesday August 13, 2025 12:24:07
- [WMBE/MBE/SBE or Related Certificates](#) - MBE WBE CERTS FILE.pdf - Wednesday August 13, 2025 10:53:44
- [Standard Transaction Document Samples](#) - Transaction Paperwork and Ordering Packet.pdf - Monday August 11, 2025 14:52:56
- [Requested Exceptions](#) - RFP_081325_Master_Agreement_SuttonAutoTeam.pdf - Wednesday August 13, 2025 12:47:07
- [Upload Additional Document](#) - CERT 8.01.2025 - Sourcewell - Revised.pdf - Monday August 04, 2025 15:46:59

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - ALEX KADISH, VP OF FLEET OPERATIONS, SUTTON FORD INC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	☒	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	☒	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	☒	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	☒	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	☒	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	☒	2



Judicial/Public Safety Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: JPS-R-0017-26

Agenda Date: 8/4/2026

Agenda #: 7.A.

RESOLUTION APPROVING THE SALE OF INVENTORY FROM THE
COUNTY OF DUPAGE ON BEHALF OF THE DUPAGE COUNTY SHERIFF'S OFFICE
TO THE VILLAGE OF VILLA PARK POLICE DEPARTMENT

WHEREAS, the DuPage County Board previously designated 7 legacy APX4000 portable radios on Attachment A of this resolution as surplus in resolution FI-R-0015-26; and

WHEREAS, the Sheriff's Office recommends County Board approval for the sale of 7 legacy APX4000 portable radios listed on Attachment A of this resolution to the Village of Villa Park Police Department; and

WHEREAS, after consultation with the Procurement Officer and Finance Director, DuPage County finds and determines that the surplus items are no longer necessary and cannot be utilized by another office or department of County government.

NOW THEREFORE, BE IS RESOLVED, that DuPage County Board approves the sale of 7 legacy APX4000 portable radios listed on Attachment A of this resolution to the Village of Villa Park Police Department.

Enacted and approved this 11th day of August, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**Emergency Telephone System Board of DuPage County
Villa Park Police Attachment A Equipment List for Resale**

Item	Type	Serial Number
1	APX4000	426CXZ1419
2	APX4000	426CXZ1122
3	APX4000	426CXZ1485
4	APX4000	426CXZ1554
5	APX4000	426CXZ1442
6	APX4000	426CXZ1520
7	APX4000	426CXZ1537

SALES AGREEMENT

Contract No.: **Village of Villa Park – Police Department – 2026-1**
Dated: **07/20/2026**

This is an Agreement by and between The County of DuPage and DuPage Sheriff's Office, hereafter called SELLER, and the Village of Villa Park (IL) Police Department, a public safety entity, hereafter called BUYER.

In consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. **SALE:** SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER portable radios and accessories listed in Attachment A (referred to as the "Equipment") in accordance with the terms and conditions specified herein.

2. **SALE PRICE:** The Sale Price of the Equipment: **\$3,500.00.**

\$500.00 per APX4000 portable non-ruggedized radio in "as is condition". Radio mics, chargers and batteries will be provided one per portable also in "as is condition."

7 portable radios @ \$500.00 = \$3,500.00

Associated accessories include:

Antenna, remote speaker microphone, battery, and charger.

3. **PAYMENT:** BUYER agrees to pay SELLER pursuant to the Illinois Prompt Payment Act (30 ILCS 540). The SELLER will invoice BUYER upon delivery of equipment as shown in Attachment A. The BUYER may remit all costs at any time during the payment period.
4. **DELIVERY:** BUYER shall be responsible for the pickup at 420 N. County Farm Road, Winfield, Illinois or shipping costs of all items on Attachment A.
5. **WARRANTY:** SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT AND ALL WARRANTIES INCLUDING WARRANTIES OF, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT ARE HEREBY EXCLUDED. BUYER AGREES THAT SELLER WILL IN NO EVENT BE LIABLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING. SELLER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF SUCH ITEM OF EQUIPMENT SET FORTH IN THIS AGREEMENT.

6. **TITLE:** Title to the Equipment free and clear of all liens, claims and encumbrances of any kind shall vest in BUYER upon final payment by BUYER to SELLER of the full Sale Price required to be paid pursuant to Paragraph 3 hereof.
7. **NOTICES:** Any notice hereunder shall be in writing and shall be deemed to be given when delivered, including but not limited to overnight courier or electronic transmission or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid and addressed to BUYER or SELLER at its respective address shown on the preamble to this Agreement, or to either party at such other address it has designated as its address for purposes of notice hereunder.
8. **FORUM SELECTION, CHOICE OF LAW, AND INDEMNITY:**
- A. The venue for all disputes arising out of this contract will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois;
 - B. This contract shall be governed by the laws of the State of Illinois including all matters of construction, validity, performance and enforcement; and
 - C. BUYER shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the SELLER and its officers, agents, and employees from and against any and all claims and demands, actions or suits brought against them. BUYER shall likewise be liable for the cost, fees and expenses incurred in the SELLER's defense of any such claims, actions or suits. Notwithstanding this duty to indemnify, the Parties recognize that the DuPage County State's Attorney is the exclusive legal representative of the County of DuPage and the SELLER. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the SELLER, the County, or their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Indemnification shall not be deemed a waiver of the SELLER or the County of DuPage's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act.
9. **MISCELLANEOUS**
- A. This Agreement constitutes the entire agreement between SELLER and BUYER with respect to the sale and purchase of the Equipment on Attachment A and supersedes all prior and concurrent offers, promises, representations, negotiations, discussions and agreements that may have been made in connection with the sale of the Equipment. No representation or statement not contained herein shall be binding upon SELLER or BUYER as a warranty or otherwise unless in writing and executed by the party to be bound thereby. If BUYER does not sign this Agreement and return the signed copy of this Agreement to SELLER within sixty (60) days of the receipt of the Agreement, this Agreement may be voided at SELLER'S election.
 - B. BUYER shall not assign its rights under this Agreement unless it has obtained the prior written consent of SELLER. This Agreement shall be binding upon and inure

to the benefit of the parties hereto and their respective successors and permitted assigns.

- C. This Agreement shall be governed by construed in accordance with the internal laws of the State of Illinois including all matters of construction, validity, performance and enforcement.
- D. This Agreement is subject to acceptance by SELLER at its offices referred to in the preamble and shall only become effective on the date thereof.
- E. No revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized officers of BUYER and SELLER.
- F. The SELLER is authorized to make amendments to Attachment A to substitute radios rejected by BUYER for different radios already deemed surplus.
- G. The BUYER further agrees that any options which are integrated as part of the subscriber units including but not limited to Airtime are the responsibility of the BUYER.
- H. The BUYER understands that purchase of equipment does not entitle BUYER to access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIR System). Access to the DEDIR System may be granted through a different application request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

If this Agreement is not executed by both parties and returned to SELLER within sixty (60) days of receipt, SELLER may terminate this Agreement without notice.

SELLER:
DuPage County on behalf of
the DuPage County Sheriff's Office

BUYER:
Village of Villa Park (IL)
Police Department

By: _____
Deborah A. Conroy

By: 
Todd Kubish, or authorized designee

Title: DuPage County Chair

Title: Chief of Police

Date: _____

Date: 7/20/2026



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0109-26

Agenda Date: 8/4/2026

Agenda #: 7.B.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS FAMILY VIOLENCE COORDINATING COUNCIL GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. 322718
COMPANY 5000 - ACCOUNTING UNIT 6000
\$52,000

(Under the administrative direction of the
DuPage County 18th Judicial Circuit Court)

WHEREAS, the County of DuPage, through the DuPage County 18th Judicial Circuit Court, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of \$52,000 (FIFTY-TWO THOUSAND AND NO/100 DOLLARS) are available to provide funding for the operation of violence prevention activities in DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 322718 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from July 1, 2026, to June 30, 2027; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 322718 (Attachment II) between DuPage County and the Illinois Criminal Justice Information Authority is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of \$52,000 (FIFTY-TWO THOUSAND AND NO/100 DOLLARS) be made to establish the Illinois Family Violence Coordinating Council Grant PY27, Company 5000 - Accounting Unit 6000, for the period of July 1, 2026, through June 30, 2027; and

BE IT FURTHER RESOLVED, by the DuPage County Board that the Chief Judge of DuPage County 18th Judicial Circuit Court is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED, that should state funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED, that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 11th day of August, 2026, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT II

Agreement No.322718



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
THE COUNTY OF DUPAGE**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and the County of DuPage (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms**PART THREE – Project-Specific Terms**

Agreement No.322718

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

By: _____

Delrice Adams, Executive Director

Date: _____

COUNTY OF DUPAGE

By: _____

Deborah Conroy, DuPage County Board Chair

Date: _____

Signed by: _____
By: _____
Jeffrey Martynowicz, Chief Financial Officer
Date: 7/2/2026 | 8:13:46 AM CDT

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on July 1, 2026 and expires on June 30, 2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$52,000.00, of which \$ 0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2096 and the CSFA Name is Illinois Family Violence Coordinating Council. If applicable, the State Award Identification Number (SAIN) is 2096-66858.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEL; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: [REDACTED] is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing

business as a (check one):

- | | |
|---|---|
| ☐ Individual | ☐ Pharmacy-Non-Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt* |
| ☐ Corporation | ☐ Limited Liability Company (select |
| ☐ Medical Corporation | applicable tax classification) |
| ☒ Governmental Unit | ☐ P = partnership |
| ☐ Estate or Trust | ☐ C = corporation |

*Grantee must select "Tax Exempt" if Grantee is doing business as a corporation that is tax exempt.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the

Agreement No.322718

provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the

Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged

to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and *de minimis* Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost

analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII
LOBBYING**

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44

III. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU), or on Exhibit E pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the

notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

- (i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original

financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or

attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The purpose of the Illinois Family Violence Coordinating Council (IFVCC) is to improve the justice system's institutional, professional, and community response to family violence, including intimate partner abuse, child abuse, teen dating violence, and abuse against older adults and people with disabilities.

Family Violence Coordinating Councils (FVCCs) are designed to improve the criminal justice system's response to family violence issues. The councils support prevention, education, and service coordination efforts for victims and perpetrators of domestic abuse, child abuse, teen dating violence, and abuse against people with disabilities and older adults using a three-pronged approach that includes the following:

- Coordinating and convening committees and workgroups to make policy, protocol, practice, and system change.
- Improving knowledge of criminal justice and social service professionals on family/domestic violence related topics through trainings.
- Increasing awareness and knowledge on family violence issues in the community.

The three-pronged approach provides opportunity for impact and change at different levels within the criminal justice system.

Local FVCCs provide opportunities for communication between criminal justice professionals and community service providers and encourage the sharing of information and resources, thereby providing for development of a network of safety and assistance for family violence victims.

EXHIBIT B

DELIVERABLES OR MILESTONES

Local Family Violence Coordinating Council Members

Task	Staff Position Responsible	Start Date	End Date
Convene quarterly Steering Committee meetings.	FVCC Chairperson and Coordinator	July 1, 2026	June 30, 2027
Convene Courts and Law Enforcement (CLE) Committee meetings.	CLE Chairperson and Coordinator	July 1, 2026	June 30, 2027
Convene Community Intervention and Education Committee (CIEC) meetings.	CIEC Chairperson and Coordinator	July 1, 2026	June 30, 2027
Convene Child and Youth Safety (CYS) Committee meetings.	CYS Chairperson and Coordinator	July 1, 2026	June 30, 2027
Convene Housing Committee meetings.	Housing Chairperson and Coordinator	July 1, 2026	June 30, 2027
Convene QR Code Committee meetings.	Coordinator	July 1, 2026	TBD by ICJIA
Host professional training(s) in the Fall (quarter 1 or 2).	Committee Chairs and Coordinator	July 1, 2026	June 30, 2027
Host professional training(s) in the Spring (quarter 3 or 4).	Committee Chairs and Coordinator	January 1, 2027	June 30, 2027
Participate in Domestic Violence Awareness Month (DVAM) activities and events.	CIEC Chairperson and Coordinator	October 1, 2026	October 31, 2026
Participate in awareness activities or events in the Spring (quarter 3 or 4).	CIEC Chairperson and Coordinator	January 1, 2027	June 30, 2027
Order and Distribute QR Code material	Coordinator	July 1, 2026	June 30, 2027
Attend virtual and in-person IFVCC Local Council Coordinators meetings.	Coordinator	July 1, 2026 TBD by ICJIA	June 30, 2027 TBD by ICJIA
Attend virtual and in-person IFVCC Steering Committee meetings.	FVCC Chairperson and Coordinator	July 1, 2026 TBD by ICJIA	June 30, 2027 TBD by ICJIA
Submit quarterly Periodic Fiscal Report to the Authority.	Deputy Court Administrator	October 1, 2026 January 1,	October 15, 2026 January 15,

		2027 April 1, 2027 July 1, 2027	2027 April 15, 2027 July 15, 2027
Submit quarterly Periodic Performance Report to the Authority.	Coordinator	October 1, 2026 January 1, 2027 April 1, 2027 July 1, 2027	October 15, 2026 January 15, 2027 April 15, 2027 July 15, 2027
Complete all fiscal and programmatic closeout materials.	Deputy Court Administrator and Coordinator	July 30, 2027	July 30, 2027

Project Implementation

The 18th Judicial Circuit Court Family Violence Coordinating Council (FVCC) leads a coordinated, multidisciplinary approach to strengthening DuPage County's response to domestic violence through systems collaboration, professional training, and community awareness. The FVCC brings together partners from the judicial system, law enforcement, social service agencies, and advocacy organizations that serve DuPage County.

DuPage County continues to experience significant challenges related to domestic violence, with thousands of incidents reported and substantial numbers of protective orders filed annually. Despite ongoing efforts, survivors still face barriers to accessing services and navigating complex systems. These challenges highlight the continued need for a coordinated approach that improves communication across systems, increases awareness of available resources, and addresses service gaps. In response to identified gaps, the FVCC has expanded its structure to include additional subcommittees focused on housing-related barriers and child and youth safety, ensuring more targeted and comprehensive responses to emerging community needs.

During the grant period, the FVCC will continue to coordinate systems partners to improve protocols, enhance victim safety, increase offender accountability, and expand access to resources. The FVCC will convene six multidisciplinary committees to guide and implement project activities. The Council will provide three professional training opportunities, with a projected total of 200 participants. Community awareness efforts will include four events and activities designed to reach at least 250 community members. Additionally, the FVCC will continue to expand its Domestic Violence QR Code Initiative through ongoing distribution of materials to law enforcement agencies and community locations throughout DuPage County, increasing access to critical resources for survivors.

The FVCC, supported by an experienced coordinator and active committee structure, provides the capacity to effectively implement and sustain project activities. By strengthening coordination across systems and addressing identified service gaps, the FVCC will continue to enhance DuPage County's response to domestic violence. These efforts support a more informed, accessible, and effective system that improves safety for survivors and accountability for offenders.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Jashay Fisher- Fowler

Title: Program Manager

Address: 524 South Second Street Suite 220

Springfield, IL 62701

GRANTEE CONTACT

Name: Deborah Conroy

Title: DuPage County Board Chair

Address: 421 N County Farm Road

Wheaton, IL 60187

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Jashay Fisher- Fowler

Title: Program Manager

Address: 524 S Second St Suite 220 Springfield, IL 62701

Phone: 217-720-4577

TTY#: _____

E-mail Address: Jashay.fisher-fowler@illinois.gov

GRANTEE CONTACT

Name: Suzanne Armstrong

Title: Trial Court Administrator

Address: 421 N County Farm Rd Wheaton, IL 60187

Phone: 630-407-8888

TTY #: _____

E-mail Address: Suzanne.Armstrong@dupagecourts.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Goal 1: The local Circuit Family Violence Coordinating Council will work to improve the systems response to family violence (including but not limited to domestic violence, child abuse, teen dating violence, and abuse against older adults and persons with disabilities) by developing multidisciplinary committees to provide oversight, guidance, and development of policies and procedures enforcing victim safety, abuser accountability, and community safety	
Process Objectives	Performance Measures
Local Council Steering Committee will meet at least 3 times per year	4 Local Council Steering Committee Meetings
Subcommittees of the Steering Committee will be formed.	Name of committees and ____ (#) of times each committee will meet.
Courts and Law Enforcement (CLE) Committee	8 CLE Committee Meetings
Community Intervention and Education Committee (CIEC)	8 CIEC Committee Meetings
Child and Youth Safety (CYS) Committee	8 CYS Committee Meetings
Housing Committee	8 Housing Committee Meetings
QR Code Committee	2 QR Code Committee Meetings
Goal 2: Improve the knowledge of criminal justice professionals on domestic violence related topics.	
Outcome Objectives	Performance Measures
Provide trainings to local circuit criminal justice and family violence professionals.	3 trainings provided to local circuit criminal justice and family violence professionals.
Develop, expand, or revise training materials	1 of newly developed, expanded, or revised training materials.
Educate criminal justice and family violence professionals through trainings.	200 of attendees participating in trainings.
Collect evaluations or pre-posttests.	120 training evaluations collected.
Follow-up with training attendees.	1 follow-up contacts made after training.
Training participants indicate increased confidence on evaluation.	75% of participants that indicate increased confidence after training based on number of attendees.
Goal 3: To increase the awareness and knowledge of family violence issues (including but not limited to domestic violence, child abuse, teen dating violence, and	

abuse against older adults and persons with disabilities) in the communities of the service area.	
Outcome Objectives	Performance Measures
Coordinate with local criminal justice professionals and community agencies to participate in public awareness regarding family violence related topics.	• 4 of community awareness events and activities.
Educate and disseminate information to attendees at community awareness events and activities.	• 250 participants at community awareness events and activities.
Create products or materials for community awareness events and activities.	• 1 products or materials created for community awareness events and activities.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

23. Definitions

“Stipends” means payments to grant program beneficiaries that are used to defray the cost of participation in a grant program.

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15

December 31	January 15
March 31	April 15
June 30	July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 3. be prepared at least monthly and coincide with one or more pay periods;
 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4. Grantee shall maintain a Quarterly Time Keeping Certification with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours. The Quarterly Time Keeping Certification should be made available to Grantor upon request.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of

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sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and 2 CFR 200.318 - 327.

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines. This includes a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, disclosure of any Conflicts of Interest to Grantor and any other related documents requested by Grantor.

31.3. Costs under any subcontract shall only be allowed back to the date of the complete submission of the documents described in this Article except for those subcontractors approved under Article XIV or an exception under Grantor exception policy.

31.3. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

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- 32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.
- 32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.
- 32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.
- 32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement.
- 32.6 Grantee will ensure that all subawardees have an active Unique entity Identifier (UEI); have a Federal Employer ID (FEIN); are in good standing with the Illinois Secretary of State; are not on the Illinois Stop Payment List; are not on the SAM.gov Exclusion list; and are not on the Illinois Medicaid Sanctions List.
- 32.7 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.
- 32.8 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.
- 32.9 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.
- 32.10 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.
- 32.11 Grantee will make fiscal and programmatic technical assistance available to all subawards.
- 32.12 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.
- 32.13 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.
- 32.14 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.
33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.

34. Transportation Costs. Grantee must maintain a tracking system for any transportation costs funded by this Agreement. At a minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. Grantee must provide tracking documentation to Grantor upon request. This section applies to costs for both staff and participants.
35. Use of Gift Cards. Grantee must comply with the following requirements for any gift cards funded under this Agreement:
 - 35.1 Gift cards must be used only for purchases allowable under this Agreement.
 - 35.2 Grantee must maintain a tracking system that, at a minimum, records the recipient of each gift card and the date of distribution. Grantee must submit a description of the tracking system to Grantor prior to purchasing any gift cards.
 - 35.3 Grantee must retain receipts for all gift cards purchased.
 - 35.4 Grantee must provide tracking information and gift card receipts to Grantor upon request.
36. Use of Stipends: Grantee must comply with the following requirements for any stipends funded under this Agreement:
 - 36.1 Stipends must support participation in activities funded under this Agreement.
 - 36.2 Grantee must maintain a tracking system that, at a minimum, records the name of each stipend recipient, the amount paid, the date of payment and includes documentation that verifies the recipient's required participation in the program activity. Grantee must submit a description of the tracking system to Grantor prior to issuing any stipends.
 - 36.3 Recipients must certify that they will not use stipends for unallowable purposes. Grantee must maintain signed certifications on site.
 - 36.4 Grantee must provide tracking information and recipient certifications to Grantor upon request.
37. Copyrights and Patents.
 - 37.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - 37.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.
38. Management and Disposition of Equipment and Commodities.
 - 38.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

Agreement No.322718

38.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

38.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

38.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

39. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

40. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

40. Publications.

40.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

40.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

40.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

40.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

40.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

40.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

41. Reporting Grant Irregularities.

41.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

41.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

41.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts

Agreement No.322718

or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

41.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

41.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

41.6. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

41.7. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Reporting Potential Fraud, Waste, or Similar Misconduct.

42.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

42.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

43. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

44. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

45. Safeguarding Constitutional Protections Related to Religion

45.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

45.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

46. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes subawards or contracts under this award –

- i. it represents that –
 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to

support this representation; and

- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

47. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

48. Project Monitoring and Evaluation.

48.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

48.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

48.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

49. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

50. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

Agreement No.322718

51. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

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ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS FAMILY VIOLENCE COORDINATING COUNCIL GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. 322718
COMPANY 5000 – ACCOUNTING UNIT 6000
\$52,000

REVENUE

41400-0011 - State Operating Grant - ICJIA \$ 52,000

TOTAL ANTICIPATED REVENUE \$ 52,000

EXPENDITURES

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 2,400

TOTAL COMMODITIES \$ 2,400

CONTRACTUAL

53090-0000 - Other Professional Services \$ 45,336

53800-0000 - Printing 3,304

53807-0000 - Subscription It Arrangements 960

TOTAL CONTRACTUAL \$ 49,600

TOTAL ADDITIONAL APPROPRIATION \$ 52,000



Grant Proposal Notification

GPN Number: 026-26
(Completed by Finance Department)

Date of Notification: 04/07/2026
(MM/DD/YYYY)

Parent Committee Agenda Date: 08/04/2026
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/03/2026
(MM/DD/YYYY)

Name of Grant: Family Violence Coordinating Council SFY27

Name of Grantor: Illinois Criminal Justice Information Authority

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: 18th Judicial Circuit Court

Department Contact: Suzanne Armstrong, Court Administrator, 8888
(Name, Title, and Extension)

Parent Committee: Judicial and Public Safety

Grant Amount Requested: \$ 52,000.00

Type of Grant: Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☐ Federal ☒ State ☐ Private ☐ Corporate

If Federal, provide CFDA: _____ If State, provide CSFA: 546-00-2096

Grant Proposal Notification

1. Justify the department's need for this grant.

Grant funds received from the Illinois Criminal Information Authority are used to pay for the professional services of a local council coordinator. The purpose of the Coordinating Council is to increase the awareness & education in child abuse, partner abuse and elder abuse. Through the council, multi-disciplinary committees are established involving judicial, police, probation, treatment providers and existing programs in a collaborative effort throughout the community.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Community Well-Being The purpose of the Coordinating Council is to increase awareness and educate throughout the community in child abuse, partner abuse, and elder abuse; with the goal of keeping people safe.

3. What is the period covered by the grant?

07/01/2026 to: 06/30/2027
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- 6.1.1. Total salary _____ Percentage covered by grant _____
- 6.1.2. Total fringe benefits _____ Percentage covered by grant _____
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____
- 6.1.3.1. If yes, which ones are disallowed?
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time _____ Part-time _____ Temporary _____
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)	N/A
6.3.1. If yes, please answer the following:	
6.3.1.1. How many years beyond the grant term?	_____
6.3.1.2. What Company-Accounting Unit(s) will be used?	_____
6.3.1.3. Total annual salary	_____
6.3.1.4. Total annual fringe benefits	_____
7. Does the grant allow for direct administrative costs? (Yes or No)	No
7.1. If yes, please answer the following:	
7.1.1. Total estimated direct administrative costs for project	_____
7.1.2. Percentage of direct administrative costs covered by grant	_____
7.1.3. What percentage of the grant total is the portion covered by the grant	_____
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?	100%
9. Are matching funds required? (Yes or No):	No
9.1. If yes, please answer the following:	
9.1.1. What percentage of match funding is required by granting entity?	_____
9.1.2. What is the dollar amount of the County's match?	_____

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____

10. What amount of funding is already allocated for the project? \$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$52,000.00



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-2094

Agenda Date: 8/4/2026

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective April 1, 2025

From: 1000
Company #

SHERIFF-INFORMATION TECHNOLOGY
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4404	53807	0	SUBSCRIPTION IT ARRANGEMENTS	\$ 110,250.00	418,092.63	307,842.63	7/28/26
Total				\$ 110,250.00			

To: 1000
Company #

SHERIFF-INFORMATION TECHNOLOGY
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4404	54107	0	SOFTWARE	\$ 110,250.00	Ø	110,250.00	7/28/26
Total				\$ 110,250.00			

Reason for Request:

Transfer from IT Subscriptions to Capital Software for payment of Cloudgave! Warrant System due to expense coding difference.

Activity

(optional)

Chief Financial Officer

Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>26</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 8/4/26
FIN/CB - 8/11/26



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-2095

Agenda Date: 8/4/2026

Agenda #: 8.B.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective April 1, 2026

From: 1000
 Company #

CLERK OF THE CIRCUIT COURT
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6700	50040		PART TIME HELP	\$ 8,059.00	8,059.29	0.29	7/28/26
Total				\$ 8,059.00			

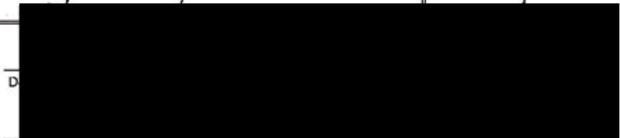
To: 1000
 Company #

CLERK OF THE CIRCUIT COURT
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6700	50050		TEMPORARY SALARIES	\$ 8,059.00	1,335.00	9,364.00	7/28/26
Total				\$ 8,059.00			

Reason for Request:

TO COVER REMAINING FY2026 SUMMER HELP AND IT INTERN.



Activity _____
 (optional)

Chief Financial Officer _____ Date _____

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>26</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

JPS - 8/4/26
 FIN/CB - 8/11/26



Grant Proposal Notifications

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-2096

Agenda Date: 8/4/2026

Agenda #: 9.A.



Grant Proposal Notification

GPN Number: 025-26 Date of Notification: 07/20/2026
(Completed by Finance Department) (MM/DD/YYYY)

Parent Committee Agenda Date: 08/04/2026 Grant Application Due Date: 06/30/2026
(Completed by Finance Department) (MM/DD/YYYY) (MM/DD/YYYY)

Name of Grant: Paul Coverdell Forensic Science/NFSIA FFY 25

Name of Grantor: Illinois Criminal Justice Information Authority (ICJIA)

Originating Entity: DOJ/OJP/BJA
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Sheriff's Office, Crime Lab

Department Contact: Claire Dragovich, Laboratory Director x2101
(Name, Title, and Extension)

Parent Committee: JPS

Grant Amount Requested: \$ 162,255.00

Type of Grant: Continuation
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☐ Federal ☒ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 16.742 If State, provide CSFA: 546-00-1742



Grant Proposal Notification

1. Justify the department's need for this grant.

The purpose of this grant is to improve the quality and timeliness of forensic science provided by a crime lab. Additionally for this solicitation it also requires at least 59% must be spent specifically on opioid-related activities. The laboratory receives funding through Sheriff's Office crime lab general funds and crime lab fees (only assessed for convictions in drug cases). The grant provides funding for continuing accreditation, proficiency tests, replacement and update of obsolete equipment and continuing education. Specifically opioid-related the plan includes funding for a liquid chromatograph with UV detector (LC-UV), supplies, proficiency tests and training.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

This funding opportunity correlates with the County's plan for 'community well-being' and 'safe community'. (https://www.dupagecounty.gov/government/county_board/strategic_plan/)

The laboratory provides accredited forensic services to any law enforcement agency working within DuPage County. The laboratory is responsive to our customer needs by expediting analysis in cases involving suspected overdose, violent crime by unknown subject, threat to life by unknown subject and pending court date.

3. What is the period covered by the grant?

_____ to: _____
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. 07/26 and 1 year
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒



Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- 6.1.1. Total salary _____ Percentage covered by grant _____
- 6.1.2. Total fringe benefits _____ Percentage covered by grant _____
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____
- 6.1.3.1. If yes, which ones are disallowed?
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time _____ Part-time _____ Temporary _____
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)	<u>No</u>
6.3.1. If yes, please answer the following:	
6.3.1.1. How many years beyond the grant term?	_____
6.3.1.2. What Company-Accounting Unit(s) will be used?	_____
6.3.1.3. Total annual salary	_____
6.3.1.4. Total annual fringe benefits	_____
7. Does the grant allow for direct administrative costs? (Yes or No)	<u>Yes</u>
7.1. If yes, please answer the following:	
7.1.1. Total estimated direct administrative costs for project	_____
7.1.2. Percentage of direct administrative costs covered by grant	_____
7.1.3. What percentage of the grant total is the portion covered by the grant	_____
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?	<u>100%</u>
9. Are matching funds required? (Yes or No):	<u>No</u>
9.1. If yes, please answer the following:	
9.1.1. What percentage of match funding is required by granting entity?	_____
9.1.2. What is the dollar amount of the County's match?	_____



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9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____

10. What amount of funding is already allocated for the project? \$0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): _____

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$162,255.00



Informational

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-2097

Agenda Date: 8/4/2026

Agenda #: 10.A.



DUPAGE COUNTY PUBLIC DEFENDER

Jeffrey R. York, Chief Public Defender

July 9, 2026

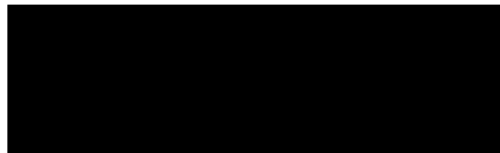
Ms. Lucy Chang Evans
Chairwoman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through June 30, 2026.

Sincerely,



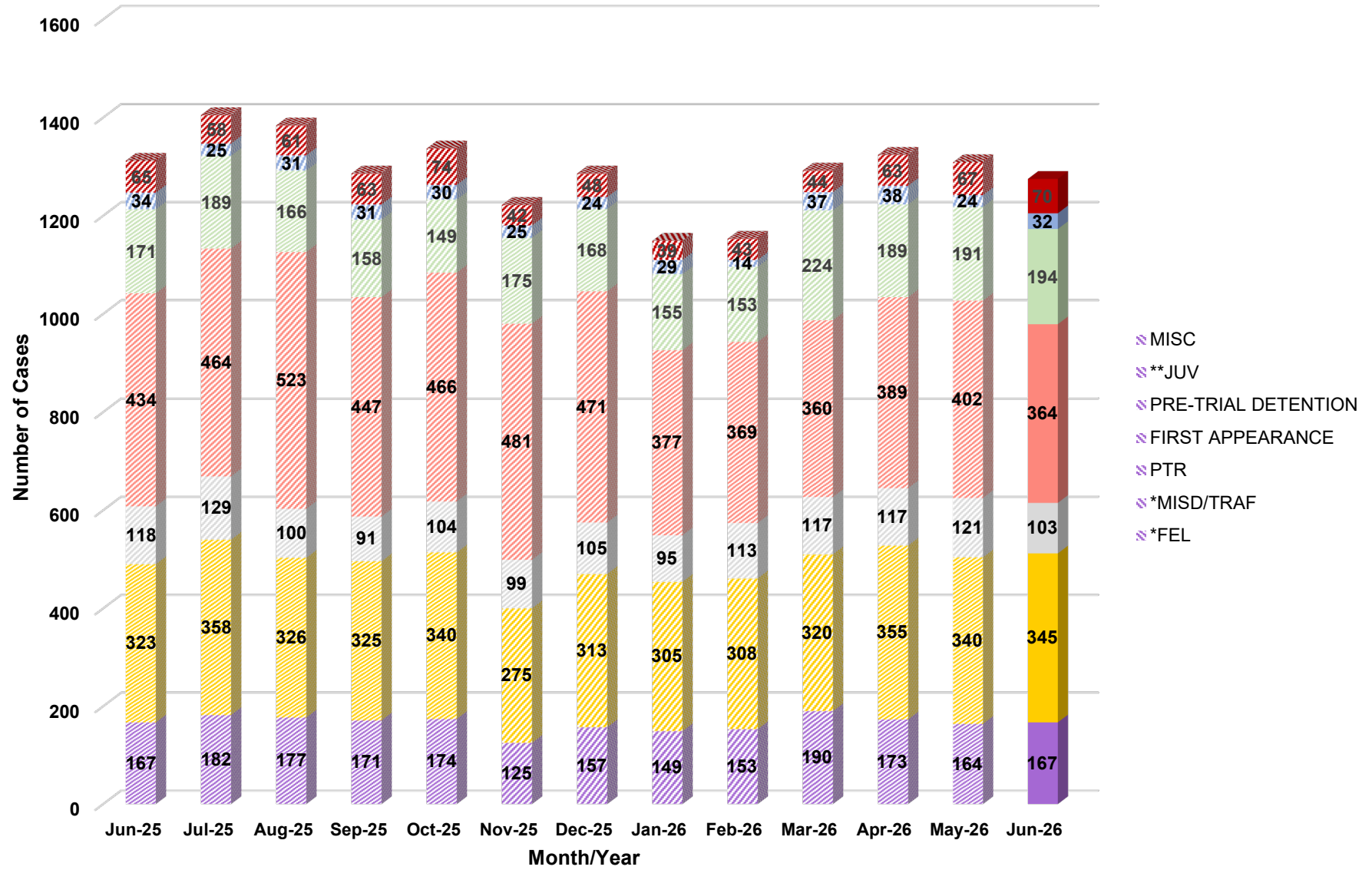
JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.

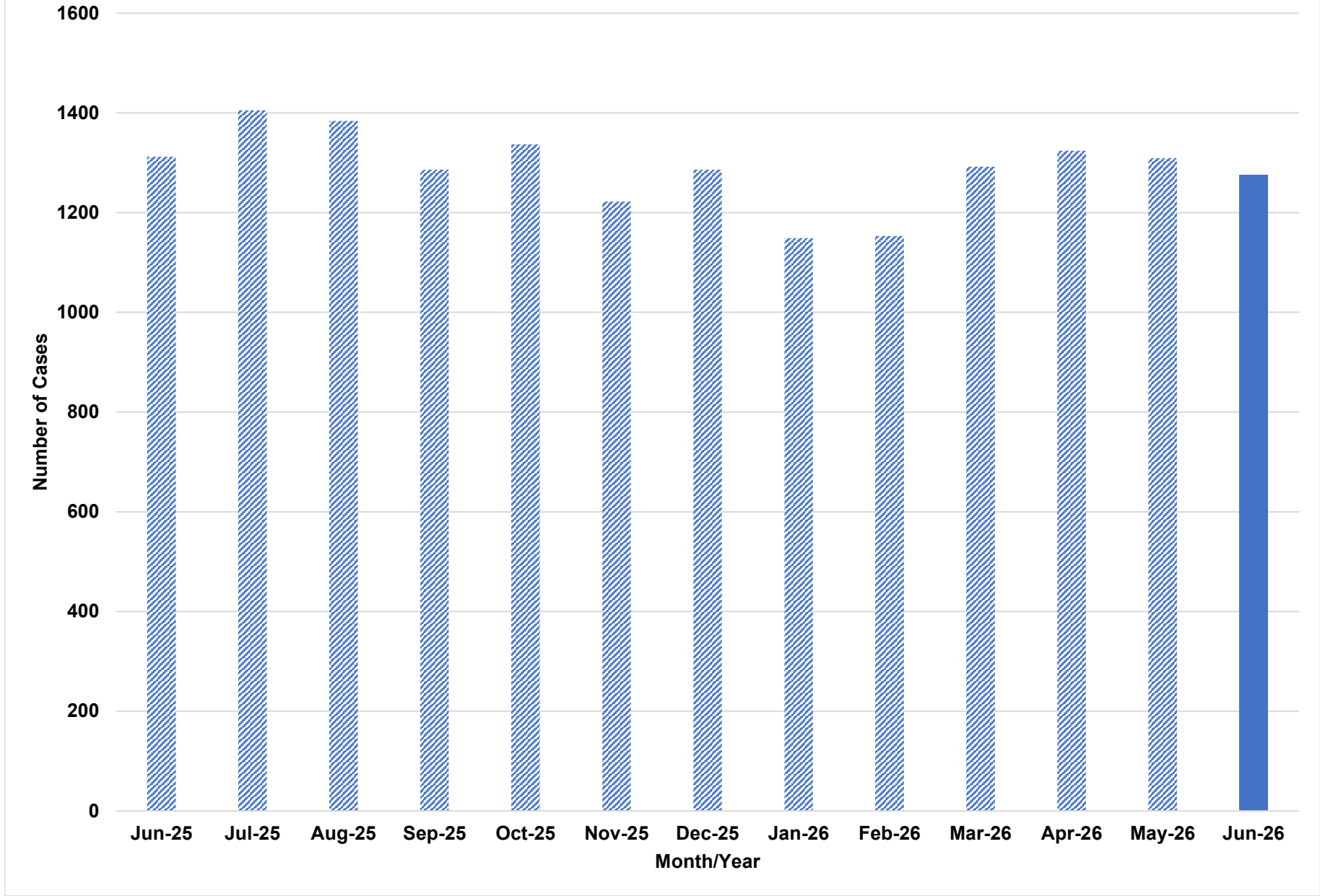
Public Defender's Office - New Case Appointments - June 2026

Case Type	Case Sub Type	Number of Cases
Criminal	Felony	167
Criminal	Misdemeanor	345
Juvenile Abuse and Neglect		9
Juvenile Delinquency		23
Mental Health & Miscellaneous		70
Pre-Trial First Appearance		364
Pre-Trial Detention		194
PTR	Felony/Misdemeanor	103
Total		1275

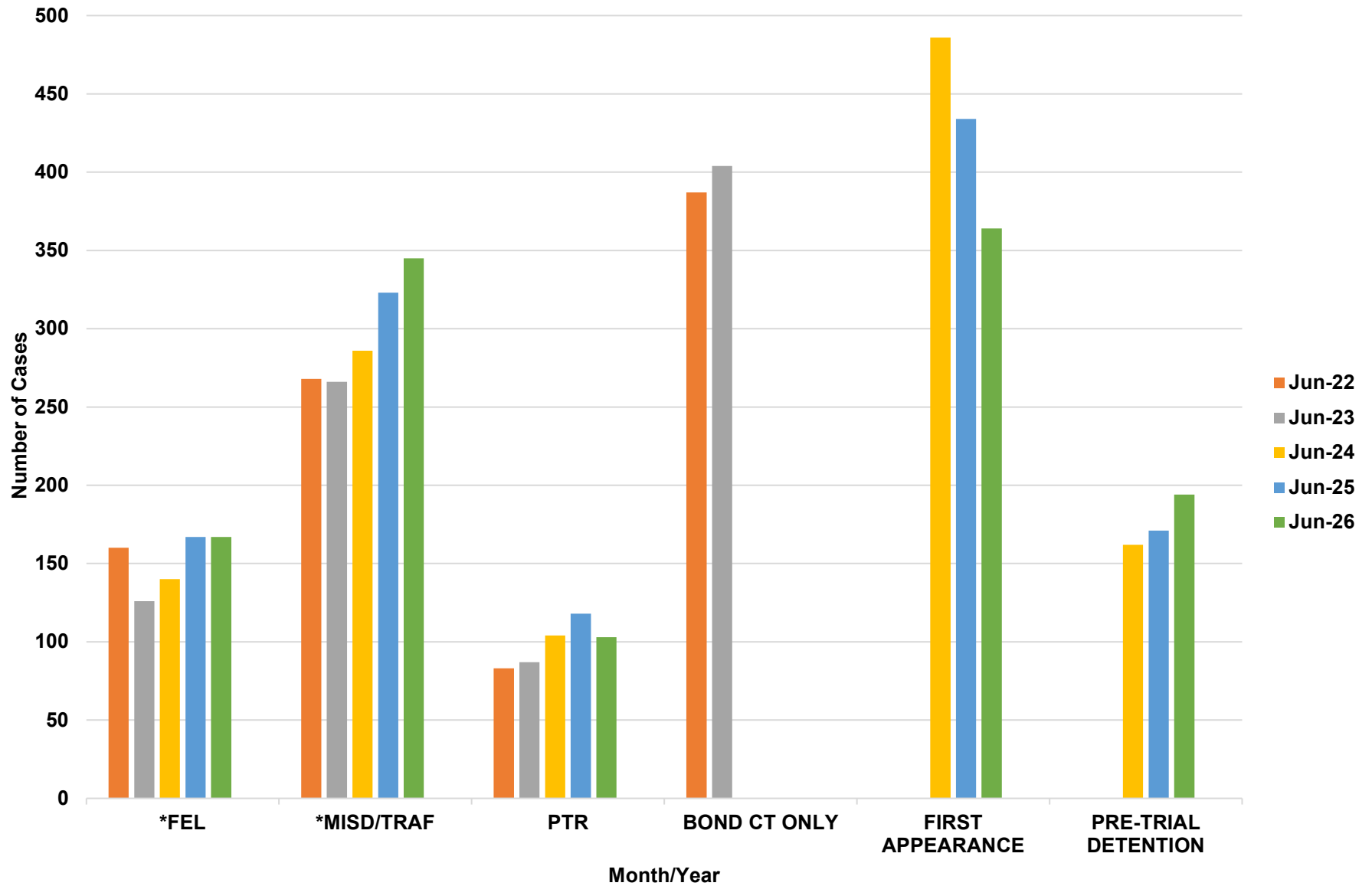
Public Defender's Office - New Appointments - By Category Stacked June 2025 - June 2026



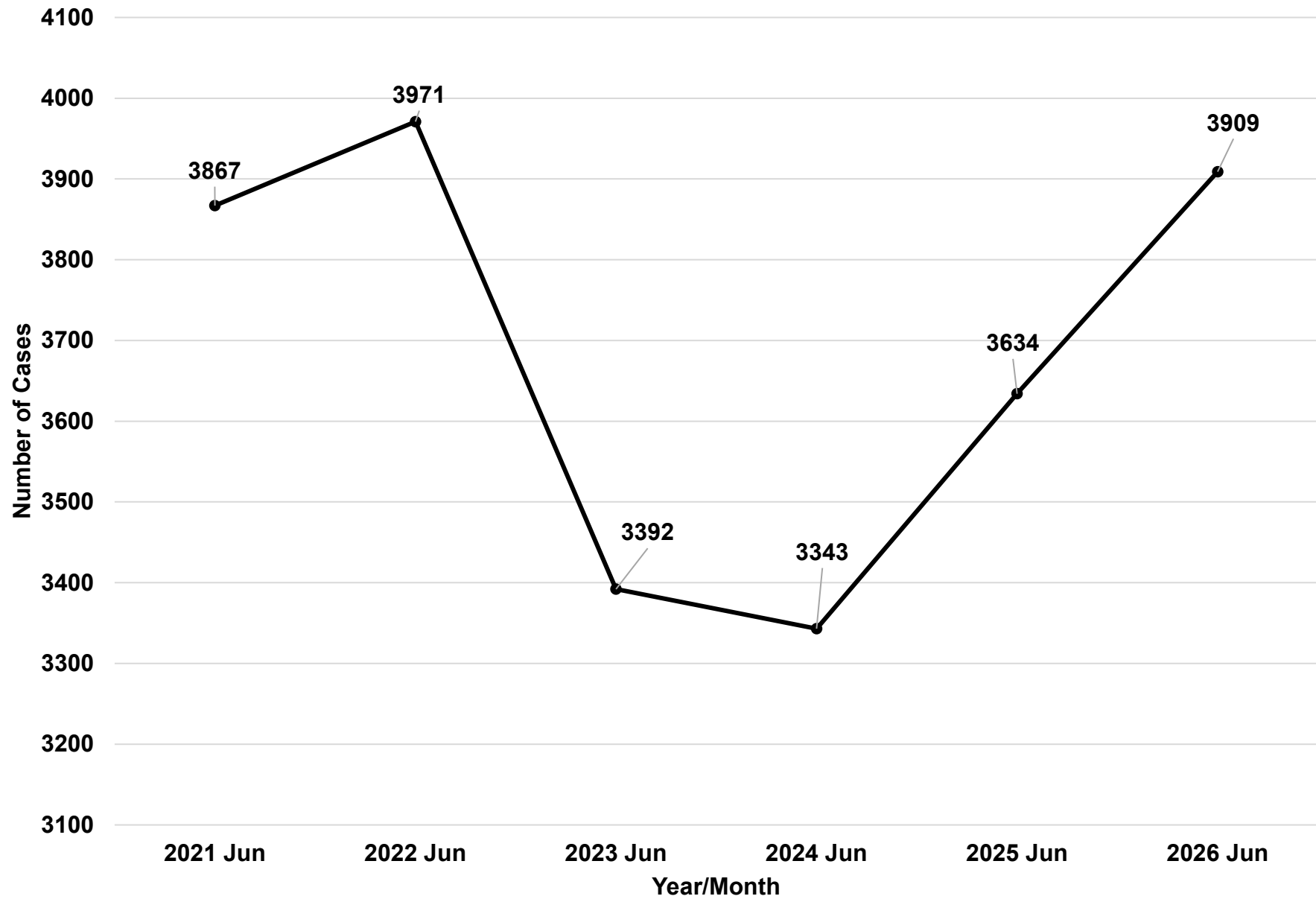
Public Defender's Office - New Case Appointments June 2025 - June 2026

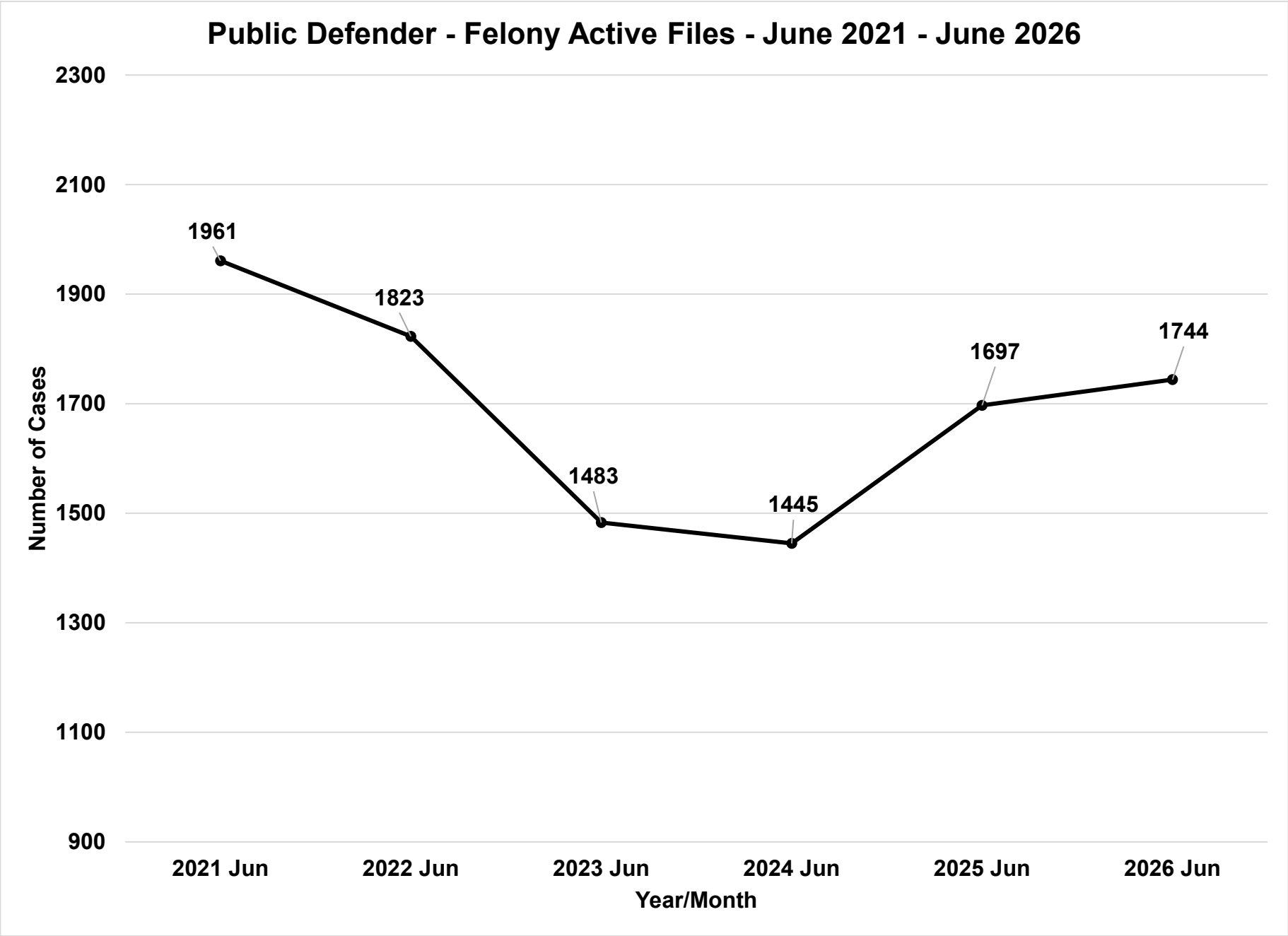


Public Defender's Office - New Case Appointment by Type June 2022 - June 2026

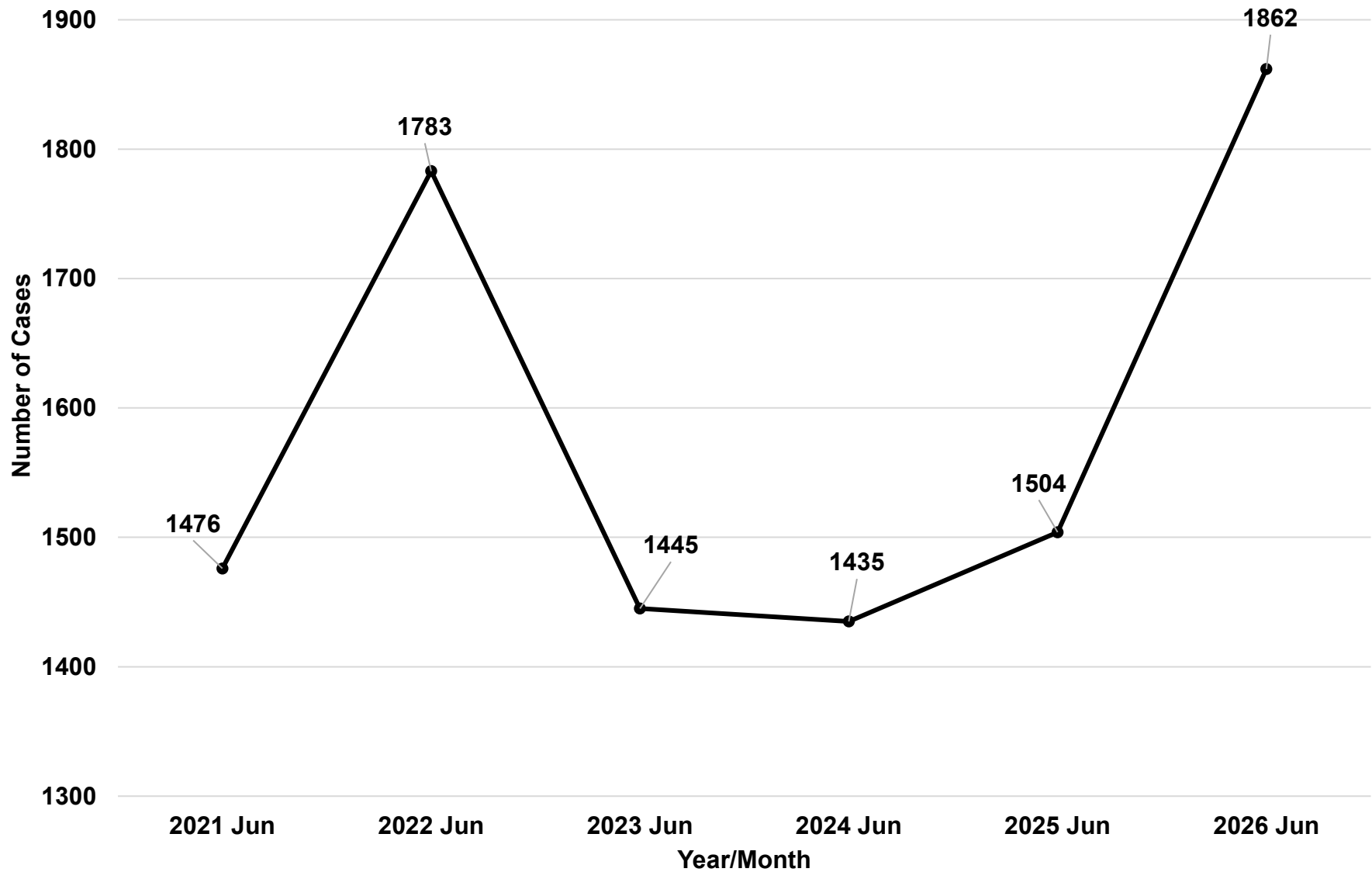


Public Defender - Attorney Active Files - June 2021 - June 2026

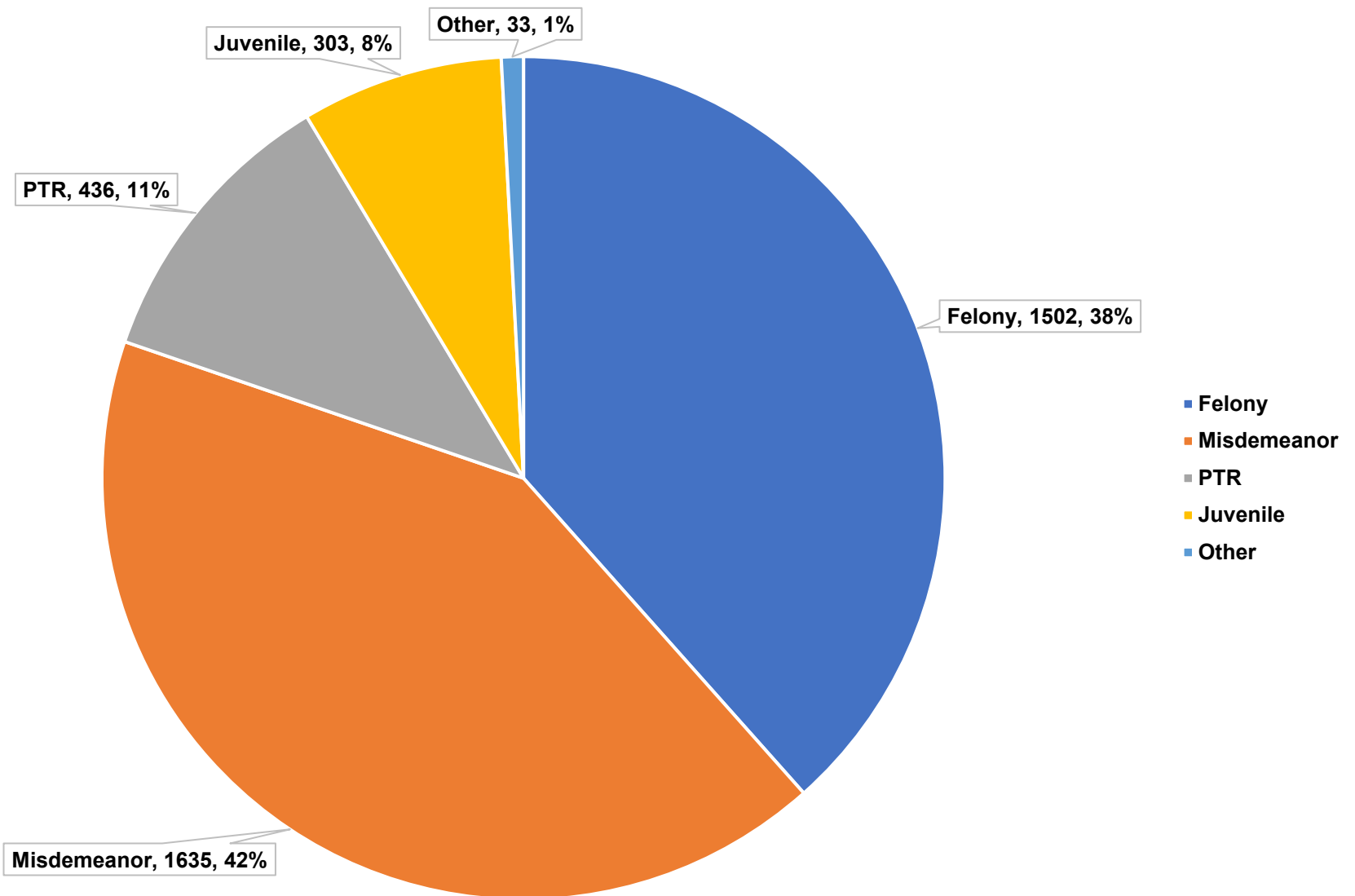




Public Defender - Misdemeanor Active Files - June 2021 - June 2026



Public Defender's Office - June 2026 Open Cases by Category





Presentation

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-2104

Agenda Date: 8/4/2026

Agenda #: 11.A.



Presentation

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-2105

Agenda Date: 8/4/2026

Agenda #: 11.B.
