

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for an
Iowa's Volkswagen Settlement Environmental Mitigation Trust Project

Recipient: **City of Cresco**

Project Number(s): **ADM-VOLK(248)—90-21**

Iowa DOT Agreement Number: **21-VW-149**

This agreement, made as of the date of the last party's signature below, is between City of Cresco (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa VWSEMT) program. The Department has been designated as the lead state agency and has been delegated authority to act on behalf of and legally bind the State of Iowa for the purposes of the Volkswagen Settlement Environmental Mitigation Trust.

The Recipient has been chosen to participate in the Iowa VWSEMT program administered by the Department and will receive funding through this program. The Iowa VWSEMT program supports a broad range of voluntary nitrogen oxides (NO_x) emissions reduction projects and recipients are selected through a competitive application process.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide funds through the Iowa VWSEMT program to the Recipient for authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Jared Smith, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Recipient's contact person shall be Jason Passmore, City of Cresco, 101 2nd Ave. SW, Cresco, Iowa, 52136, 563-547-3434.
3. The Recipient shall be responsible for the development and completion of the following described project:

Installation of 2 Level 2 electric vehicle chargers at 112 S. Elm Street, Cresco, Iowa and complying with the requirements included in Exhibit C Project Requirements.
4. The Department shall provide a single, lump sum reimbursement toward the approved and eligible purchase and installation costs for the project described in this agreement. This reimbursement shall be limited to a maximum of 90 percent of eligible costs or \$15,000, whichever is less. In no event shall the Department's reimbursement obligation under this agreement exceed this amount. A maximum of \$15,000 of this amount may be reimbursed toward costs associated with utility

upgrades such as the installation of transformers or the extension or modification of a utility's distribution system to serve the charging location. Eligible costs are described in Exhibit A Eligible Costs. The Department retains the sole authority to determine eligible project costs. Ineligible costs are described in Exhibit B Ineligible Costs. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the Recipient's contribution.

5. The Recipient shall complete all project activities by December 31, 2022.
6. Prior to incurring costs intended to be reimbursed under this agreement, the Recipient shall submit a site plan to the Department showing at a minimum: electric vehicle charging parking stalls, location of the charging unit(s), and the location of any other items to be included in the reimbursed project including but not limited to areas to be paved, pavement markings, signage to be erected, and electrical service line installation. The Department will verify all work is consistent with this agreement and eligible for reimbursement before notifying the Recipient that the site plan is approved. Only work included on the approved site plan will be reimbursed. The submitted site plan does not need to be prepared by a licensed professional engineer or other professional.
7. Procurement of goods and services and the selection of vendors shall be achieved as follows:
 - a. Recipients that constitute a unit of state government, including but not limited to an agency, authority, board, commission, committee, council, or department, and Recipients that constitute a subdivision of the state or its offices or units, including but not limited to, a county, city or municipality, shall do so in compliance with Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117.
 - b. Recipients that are not a unit of state government nor a subdivision of the state, its offices or units, shall do so in a manner that is consistent with Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117, as required in the procurement guidance document attached as Exhibit D Procurement Checklist and Certification (hereinafter referred to as Exhibit D) to this agreement and incorporated herein by reference.

The Recipient must make a good faith effort to encourage competition. The Recipient shall also provide a completed Exhibit D with the claim for reimbursement. The Recipient shall, upon request by the Department, make available for inspection and copying all documents in any form that relate in any way to the Recipient's procurement of goods and services and selection of vendors under this agreement. Such documents shall be provided to the Department no later than 7 days after the Department's request.

8. The Recipient shall submit the claim for reimbursement within 30 days of the electric vehicle charging equipment being placed into service. The claim shall include but is not limited to: a completed Exhibit D Procurement Checklist and Certification; receipts, invoices, payrolls, and other documentation supporting all vendor, contractor, or in-house costs being claimed for reimbursement; cancelled checks (or equivalent) demonstrating proof of the Recipient's payment of all costs being claimed; documentation showing the charging station has been registered with a station locator; proof of a 5-year manufacturer's warranty; full color photos showing the completed installation; a completed Iowa VWSEMT program claim form, and the final report. The

reimbursement will not be processed nor the Recipient paid until all requirements of this agreement are met.

9. The Recipient shall submit electronic project progress reports to the Department on a semi-annual basis using the reporting template and format provided by the Department according to the following schedule:

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
January 1 to June 30	July 10
July 1 to December 31	January 10

If a due date falls on a weekend or state holiday, the report will be due on the next business day. Reporting requirements shall include a project status summary including, but not limited to: the date of purchase, the date of delivery and installation (as applicable), and complete description of the status (including a summary of all costs incurred). The final report will also include a full summary of the project and all costs incurred. The final report is required to accompany the claim for reimbursement. Additional reporting information may be requested by the Department at any time. The Recipient shall respond to additional information requests within five business days of receipt of the written request.

10. The Recipient shall submit an electronic station utilization data report to the Department on an annual basis for three years following project completion. The first report for the period from January 1 to December 31 will be due on January 10, 2024, the second on January 10, 2025, and the third on January 10, 2026. If a due date falls on a weekend or state holiday, the report will be due on the next business day. At a minimum, the following information will be submitted for each charging station installed: Number of charging events, connect and disconnect times, start and end charge times, number of unique vehicles connected, total kWh dispensed per charging event, average kWh per charging event, peak power (kW) per event, peak power (kW) by time and date, peak power demand (kW) by month, average duration of charging events, and percentage of station downtime.
11. Any electric vehicle charging equipment installed under this agreement will be the property of the Recipient.
12. The Recipient shall ensure that the electric vehicle charging equipment purchased and installed under this agreement remains in operation at the site of installation for a minimum of five years following completion of all requirements under this agreement and payment to the Recipient by the Department. The equipment may be upgraded over this time period, but it may not be removed or altered to result in a reduction of charging ports or charging capability.
13. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
14. All information submitted by the Recipient in support of a request for funding under this program and all records supporting all expenditures of funds will be in the public domain and is subject to inspection by interested parties and disclosure to the public, subject to any applicable confidentiality exceptions provided in Iowa Code Chapter 22 or other applicable state or federal laws. By signing this agreement, the Recipient acknowledges that this information is subject to public disclosure and

agrees to allow any of this information to be published or distributed in various print or electronic media publications. All documentation and records submitted by the Department in support of each funding request to the VWSEMT will be available to the public via the trustee public website, which is accessible at <https://www.vwenvironmentalmitigationtrust.com/>. Summarized details regarding expenditure of VWSEMT funds by the Department (e.g., cumulative totals for categories of eligible mitigation actions identified in the Beneficiary Mitigation Plan, identification of recipients of trust funds and their project scopes) will be maintained on the Department's VWSEMT webpage, which is accessible at <https://iowadot.gov/VWSettlement/default.aspx>. Documentation and records supporting all expenditures of the VWSEMT funds by the Department will be made publicly available, upon request.

15. Any publications created by the Recipient pertaining to work performed under this agreement shall contain the following statement:

“This project was funded through the support of the Iowa Department of Transportation (Iowa DOT) under Iowa’s Volkswagen State Environmental Mitigation Trust program. However, any opinions, findings, conclusions, or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of Iowa DOT.”

The Department reserves the right to publish the reports, publications, and other forms of material completed by the Recipient and delivered to the Department. Written and oral releases are considered to be within the context of public rights so reserved by the Department.

16. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify the Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default.
17. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
18. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
19. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project for a minimum of two (2) years following

completion of obligations under this agreement. The Recipient shall also make these materials available at all reasonable times for inspection by the Department. Copies of these materials shall be furnished by the Recipient if requested. The Recipient shall also permit entry by the Department to any facilities where any equipment is installed for the purposes of inspection at all reasonable times. If, upon final audit, inspection, or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department.

20. This agreement is not assignable without the prior written consent of the Department.
21. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
22. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
23. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
24. This agreement and the attached exhibits constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

July 2020

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

RECIPIENT: City of Cresco

By: _____ Date _____,
(Recipient Representative Signature)

Title: _____
(Recipient Representative Title)

CERTIFICATION:

I, _____, certify that I am
(Name of Witness to Signature)

_____, and that _____,
(Title of Witness to Signature) (Recipient Representative who signed above)

who signed said Agreement for and on behalf of _____
(Name of Organization)
is authorized to sign the same.

Signed: _____
(Witness to Signature)

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____,
Craig Markley
Director
Systems Planning Bureau

EXHIBIT A

Eligible Costs

The following costs are eligible for reimbursement under Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa's VWSEMT) in accordance with the additional requirements listed below:

- A. Only costs incurred directly by the Recipient within the project period defined in this agreement are eligible for reimbursement.
- B. Eligible costs are only those costs necessary to complete the installation and may include the procurement of goods and services from vendors and contractors as well as labor costs incurred by the Recipient's employees for installation as determined by the Department.
- C. The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with regular accounting practices.
- D. Funds awarded under this program may be used for the following purposes:
 - 1. Direct Current (DC) Fast Charging electric vehicle charging station
 - 2. Level 2 electric vehicle charging station
- E. Eligible project costs may include, but are not limited to, the following:
 - 1. DC fast charging station, power conversion, hardware, and associated equipment (with required warranties)
 - 2. Level 2 charging station, hardware and associated equipment (with required warranties)
 - 3. Supporting costs such as final design, engineering and permitting
 - 4. Utility infrastructure upgrades such as transformers and extensions
 - 5. Initial networking/subscription activation fees for a charging network
 - 6. Payment module, as required by this program
 - 7. Cord or cable management strategy including retractable cords
 - 8. Battery storage
 - 9. Construction and/or installation costs directly related to the charging station such as dedicated parking spaces, electrical service and connection, on-site sign installation, installation of lighting, shelter/awning construction etc.

EXHIBIT B

Ineligible Costs

The following costs are ineligible for reimbursement under Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa VWSEMT) program:

1. Costs incurred prior to the project period defined in this agreement are ineligible for reimbursement.
2. Costs not directly incurred by the Recipient.
3. Costs determined by the Department to be unallowable pursuant to Iowa's VWSEMT program guidance or guidance provided by the Volkswagen Settlement Environmental Mitigation Trust. Costs may be determined to be unallowable prior to award or through ongoing monitoring of costs incurred by the Recipient, or a combination of both approaches and as documented by the Department.
4. No funds provided under this program may be used for the following purposes:
 1. Administrative costs, lobbying, or for the intervention in federal regulatory or adjudicatory proceedings.
 2. Liquid or gaseous fueling infrastructure.
 3. Research projects and studies
 4. Feasibility studies such as surveys to determine interest in the installation of electric vehicle charging stations in particular locations
 5. Proposals for any type of vehicle demonstration or demonstrations of existing technologies for public outreach or education
 6. Land or parking space purchase/lease
 7. Level 1 electric vehicle charging equipment or infrastructure
 8. Internet and/or cellular connection (wireless or otherwise)
 9. Ongoing or annual networking/subsription fees such as for a charging network or related services
 10. Electricity consumption and demand charges
 11. General maintenance or repair of equipment or facilities
 12. Signs and installation of signs located off-site or along adjacent highway corridors directing drivers to the charger location
 13. Other capital costs, such as construction of buildings, parking facilities, etc.
 14. Construction or installation of site amenities not directly related to the installation of the electric vehicle charging station such as restrooms

**EXHIBIT C
Project Requirements**

	Type 1 Projects: DC Fast Charger Corridor Sites	Type 2 Projects: Level 2 Community Charging Sites
SITE REQUIREMENTS		
Located no more than 1 road mile from either the I-80 or I-35 corridors	●	
Publicly visible, accessible, and available to drivers for charging (24 hours a day, 7 days a week)	●	●
Sites must provide site amenities for users including at a minimum: indoor shelter, restrooms, lighting/safety	●	●
Paved parking spaces for to allow the maximum capacity of electric vehicles for installed charging equipment to be charged simultaneously	●	●
Adequate signage on-site for drivers to quickly identify how to navigate to the charging station from the site entrance	●	●
Signage limiting the use of provided parking to charging drivers only including “Electric Vehicle Charging Only” pole or wall mounted signs as well as stenciled pavement markings for each marked charging parking space	●	●
EQUIPMENT REQUIREMENTS		
DC fast charging equipment rated at 50KW or higher	●	
Each DC fast charger offers both CHAdeMo and SAE J1772 CCS (Society of Automotive Engineers Combined Charging System) charging protocol connectors	●	
Each Level 2 charger offers a J1772 compatible connector		●
Charging equipment must be certified through the Nationally Recognized Testing Laboratory (NRTL) program to demonstrate compliance with appropriate product safety test standards. A complete list of accredited NRTLs can be found online at: https://www.osha.gov/dts/otpca/nrtl/nrtllist.html .	●	●
Charging equipment must be capable of operating without any decrease in performance	●	●

over an ambient temperature range of minus 22 to 122 degrees Fahrenheit with a relative humidity of up to 95%		
Charging enclosure must be constructed for use outdoors in accordance with UL50, Standard for Enclosures for Electrical Equipment, NEMA, Type 3R exterior enclosure or equivalent	●	●
A cord management system or method to eliminate potential for cable entanglement, user injury and connector damage from lying on the ground. Retractable cords are encouraged.	●	●
PAYMENTS, PRICING, & DATA REQUIREMENTS		
Universal payment system allowing multiple payment methods to be used by charging drivers	●	●
Real-time pricing information displayed on the device or payment screen	●	
Utilization of open standards including OCPP	●	●
Equipment is networked by Wi-Fi or cellular connection and network hardware and software is maintained with the capability for: remote diagnostics, remote start of the equipment, collecting and reporting usage data, processing payments, and tracking usage by the kilowatt hour.	●	●
Annual utilization data collection	●	●
SPONSOR/VENDOR REQUIREMENTS		
Make every effort to educate the general public of the existence of the new charging site including registering the site on a station locator	●	●
Customer service support is available by telephone 24 hours a day and 7 days a week and is clearly posted to assist customers with difficulties accessing or operating the equipment	●	
Customer service support is available by telephone from 6am to 6pm, Monday through Saturday and is clearly posted to assist customers with difficulties accessing or operating the equipment		●
Site development, project installation, and maintenance shall be in compliance with all applicable laws, ordinances, regulations and	●	●

standards, including, but not limited to, the Americans with Disabilities Act (ADA).		
Equipment has a 5-year manufacturer's warranty and is maintained to continually be in full-working order to the extent possible	•	•
Should repair be necessary, chargers shall be fully operating within 72 hours of equipment issue/breakdown to ensure a 95% annual uptime guarantee.	•	

EXHIBIT D

Procurement Checklist and Certification

PROCEDURES:

Procurement of good(s) or services must be achieved through a competitive bidding process that is fair, open, and objective and in compliance with the following procedures derived from Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117. This checklist and certification must be completed and submitted to the Department with the claim for reimbursement. Proceed through the questions and mark “yes” to indicate each has been completed. Mark “N/A” to indicate the question is not applicable to your procurement. Reimbursement will not be made for purchases that do not follow the required procedures. If you have any questions, please contact the Department for assistance prior to proceeding.

DEFINITIONS:

“Bid specification” means the standards or qualities which must be met before a contract to purchase will be awarded and any terms which the director has set as a condition precedent to the awarding of a contract.

“Competitive bidding procedure” means the advertisement for, solicitation of, or the procurement of bids; the manner and condition in which bids are received; and the procedure by which bids are opened, accessed, evaluated, accepted, rejected or awarded. A “competitive bidding procedure” refers to all types of competitive solicitation processes referenced in this chapter and may include a transaction accomplished in an electronic format.

“Competitive selection documents” means documents prepared for a competitive selection by a department or agency to purchase goods and services. Competitive selection documents may include requests for proposal, invitations to bid, or any other type of document a department or agency is authorized to use that is designed to procure a good or service for state government. A competitive selection document may be an electronic document.

“Formal competition” means a competitive selection process that employs a request for proposals or other means of competitive selection authorized by applicable law and results in procurement of a good or service.

“Informal competition” means a streamlined competitive selection process in which a department or agency makes an effort to contact at least three prospective vendors identified by the department or purchasing agency as qualified to perform the work described in the scope of work to request that they provide bids or proposals for the delivery of the goods or services the department or agency is seeking.

“Lowest responsible bidder” means the responsible bidder that is fully compliant with the requirements and terms of the competitive selection document and that submits the lowest price(s) or cost(s).

“Procurement,” “procure,” or “purchase” means the acquisition of goods and services through lease, lease/purchase, acceptance of, contracting for, obtaining title to, use of, or any other manner or method for acquiring an interest in a good or service.

“Responsible bidder” means a vendor that has the capability in all material respects to perform the contract requirements. In determining whether a vendor is a responsible bidder, the department may consider various factors including, but not limited to, the vendor’s competence and qualification for the type of good or service required, the vendor’s integrity and reliability, the past performance of the vendor relative to the quality of the good or service, the past experience of the department in relation to the vendor’s performance, the relative quality of the good or service, the proposed terms of delivery, and the best interest of the state.

“Sealed” means the submission of responses to a solicitation in a form that prevents disclosure of the contents prior to a date and time established by the department for opening the responses. Sealed responses may be received electronically.

“Sole source procurement” means a purchase of a good or service in which the department or agency selects a vendor without engaging in a competitive selection process.

<input type="checkbox"/> Yes (Required)	<p>1. HAS A WRITTEN INTERNAL CONTROL AND CONFLICT OF INTEREST POLICY GOVERNING PROCUREMENT BEEN ESTABLISHED? (Or, does a written policy meeting this requirement already exist?)</p> <p>If not already existing, the Recipient shall establish internal controls and procedures to initiate purchases, complete solicitations, make awards, approve purchases, and receive good(s) or services to ensure no single individual can place undue influence over the process. <u>This policy must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> This policy must include written standards of conduct covering conflicts of interest and governing the actions of the Recipient’s employees engaged in the selection, award, and administration of contracts and must include the following:</p> <ul style="list-style-type: none"> • No employee, officer, or agent may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. • If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>2. WAS THE PROCUREMENT ADMINISTERED DIRECTLY BY THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR ANOTHER STATE AGENCY/DEPARTMENT AUTHORIZED TO PURCHASE THE GOOD(S) OR SERVICES?</p> <p>This question is applicable only to Recipients that are a unit of state government. If a unit of state government, the purchase has been made through a solicitation administered directly by DAS procurement staff or through another state department or agency explicitly allowed to procure the good(s) or services by Iowa Code. <u>Documentation relating to the procurement must be retained and may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>3. DID THE RECIPIENT USE A ‘STATE BID’ TO PROCURE THE GOOD(S) OR SERVICES?</p> <p>If the Recipient is a county, city, school district, or any combination thereof, the purchase has been made through use of a competitive bid solicited by DAS as allowed by Iowa Code (use of ‘state bid’). <u>Documentation relating to the procurement must be retained and may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>4. IS THIS A SOLE SOURCE PROCUREMENT?</p> <p>A sole source procurement is to be avoided and may only be allowed in unusual circumstances upon advice (and with prior approval) of the Department. Such circumstances may include situations where only one vendor is qualified or eligible to provide the good(s) or services; the procurement is of a specialized nature requiring specific experience, expertise, proximity, or ownership of intellectual property rights; or applicable law requires the use of the specific</p>

	<p>good(s) or services from that vendor. The Recipient must contact the Department prior to engaging in a sole source procurement. <u>Documentation of the procurement and justification for the sole source procurement must be retained.</u></p>
<p><input type="checkbox"/> Yes (Required)</p>	<p>5. HAS EVERY EFFORT BEEN MADE TO SUPPORT IOWA-BASED BUSINESSES, IOWA-MADE PRODUCTS, AMERICAN-BASED BUSINESSES, AND AMERICAN-MADE PRODUCTS?</p> <p>Preference must be given to purchasing Iowa products and purchasing from Iowa-based businesses if the Iowa-based business bids submitted are comparable in price to bids submitted by out-of-state businesses and otherwise meet the required specifications. In the event of a tie, the Iowa-based bid shall be awarded.</p> <p>Preference must be given to purchasing American-made products and purchasing from American-based businesses if the life cycle costs are comparable to those products of foreign businesses and which most adequately meet the required specifications. In the event of a tie, the American-based bid shall be awarded.</p> <p><u>An explanation of your efforts may be subject to review by the Department, at any time.</u></p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>6. HAS AN ESTIMATE FOR THE GOOD(S) OR SERVICES BEEN CALCULATED TO DETERMINE WHICH COMPETITIVE PROCESS MUST BE FOLLOWED?</p> <p>The Recipient shall prepare an estimate for the good, group of goods, or services to be procured which will determine whether an informal or formal competition process will be followed. <u>This estimate must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u></p> <p>If the Recipient answered 'Yes' to questions 2, 3, or 4 above, the answer to this question is 'N/A.'</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>7. IF THE ESTIMATED COST OF THE GOOD(S) OR SERVICES IS ESTIMATED TO BE LESS THAN \$50,000, HAVE INFORMAL COMPETITION PROCEDURES BEEN FOLLOWED?</p> <p>If the cost of any good(s) or services is estimated to be less than \$50,000, informal competition procedures may be followed. The competitive selection process must be fair, open, and objective and at a minimum must generally adhere to the following:</p> <ul style="list-style-type: none"> • <i>Specifications:</i> The Recipient shall consider what requirements are necessary for the good(s) or services so that consistent, fair communication can be made with potential bidders. All specifications shall be written in a manner that encourages competition. Specifications shall be written in general terms without reference to a particular brand or model unless the reference is clearly identified as intending to illustrate the general characteristics of the item and not to limit competition. A specific brand or model may be procured only when necessary to maintain a standard required or authorized by law or rule or for connectivity or compatibility with existing commodities or equipment. <u>The specifications must be retained with your competitive selection documents and may subject to review by the Department, at any time.</u> • <i>Solicitation:</i> Bids may be solicited from vendors via email, phone, fax, or other means. The Recipient must make every effort to receive at least three (3) bids. • <i>Bid tabulation:</i> A record shall be made of all bids received and they shall be tabulated in order to compare bids and ensure all necessary requirements are met. <u>The bid tabulation must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Determination of award:</i> The lowest responsive responsible bidder shall be awarded the contract. Any irregularities or determination of non-responsiveness shall be documented. The Recipient may use the form of contract they normally use for purchases of similar good(s) or services. <u>The determination of award must be retained with your competitive selection documents and may be subject to review by the</u>

	<p><u>Department, at any time.</u></p> <ul style="list-style-type: none"> • <i>Transparency:</i> Records relating to the specifications, solicitation, bids received, bid tabulation, and determination of award must be provided to any bidder, upon request.
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>8. IF THE ESTIMATED COST OF THE GOOD(S) OR SERVICES IS ESTIMATED TO BE \$50,000 OR MORE, HAVE FORMAL COMPETITION PROCEDURES BEEN FOLLOWED?</p> <p>If the cost of any good(s) or services is estimated to be \$50,000 or more, formal competition procedures <u>must</u> be followed. The competitive selection process must be fair, open, and objective and at a minimum must generally adhere to the following:</p> <ul style="list-style-type: none"> • <i>Specifications:</i> The Recipient shall consider what requirements are necessary for the good(s) or services so that consistent, fair communication can be made with potential bidders. All specifications shall be written in a manner that encourages competition. Specifications shall be written in general terms without reference to a particular brand or model unless the reference is clearly identified as intending to illustrate the general characteristics of the item and not to limit competition. A specific brand or model may be procured only when necessary to maintain a standard required or authorized by law or rule or for connectivity or compatibility with existing commodities or equipment. <u>The specifications must be retained with your competitive selection documents and may subject to review by the Department, at any time.</u> • <i>Prepare formal documents:</i> A written request for <u>sealed</u> bids must include the date/time bids will be due to the Recipient, the date/time/place bids will be opened, a complete description of the good(s) or services to be procured, any further explanation required for product specifications or vendor expectations, how bids will be assessed for award, and any other information necessary for a bidder to prepare a responsive bid. All bids shall be sealed until the date/time of the bid opening. • <i>Solicitation:</i> Bids may be solicited from vendors via email, phone, fax, or other means. The Recipient must make every effort to receive three (3) bids. • <i>Bid opening:</i> The Recipient opens the sealed bids received at on the date/time and in the place specified. Any bidders may choose to witness the bid opening. <u>All bids and any accompanying information shall be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Bid tabulation:</i> A record shall be made of all bids received and they shall be tabulated in order to compare bids and ensure all necessary requirements are met. <u>The bid tabulation must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Determination of award:</i> The lowest responsive responsible bidder shall be awarded the contract. Any irregularities or determination of non-responsiveness shall be documented. The Recipient may use the form of contract they normally use for purchases of similar good(s) or services. <u>The determination of award must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Transparency:</i> All bidders shall be notified of the results of the solicitation and of the Recipient’s intent to award to a specific bidder. Records relating to the specifications, solicitation, bids received, bid tabulation, and determination of award must be provided to any bidder, upon request.
<p><input type="checkbox"/> Yes (Required)</p>	<p>9. HAVE THE PURCHASED GOOD(S) OR SERVICES BEEN RECEIVED IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS?</p> <p>It is the Recipient’s responsibility to review the receipt of all goods and the completion of any services to ensure their compliance with VWSEMT requirements and the specifications included in the procurement of said goods or services. <u>Goods or services procured may be subject to review by the Department, at any time.</u></p>

The undersigned is an official authorized to represent the Recipient. The person signing this document must have the authority to contractually bind the organization or be the designated fiscal agent.

Certification

I certify that all procurement associated with this project has been carried out in accordance with the procedures listed in this **Exhibit D Procurement Checklist and Certification**; that records documenting the procurement process and implementation will be maintained; that this completed checklist will be submitted with the claim for reimbursement, and the Department is hereby granted access to inspect project sites and/or records.

To the best of my knowledge and belief, all responses in this checklist and certification is true and accurate. I understand that intentionally providing false information in this checklist and certification may result in criminal prosecution under Iowa Code § 714.8(3).

I understand that if the procedures described in this checklist and certification are not followed or a subsequent audit, inspection or review of procedures and documentation by the Department finds noncompliance, costs incurred through this procurement may not be eligible for reimbursement by the Department.

I certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

Printed Name _____ **Title** _____

Signature _____ **Date** _____