**APD CONTENT DEVELOPMENT AID**

*This checklist, while not comprehensive, addresses most of the major APD requirements and can be used as an aid when preparing a county APD for submission to the State.*

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| **§ 1 Introduction and Overview/Nature of Request.** | | | | |
| **Subject** | **Standard** | **Yes** | **No** | **Page** | |
| Nature of Request | Is State and/or federal funding being sought? If so, how much? *In some cases a county may submit an APD even if no funding is being sought, e.g., when the proposed functionality or system relates to or interacts with a currently-operating system.* |  |  |  |
| CWS ONLY:  Historical context | Is the funding being sought referred to in your county’s CAPE and, if so, for which fiscal year? *This information helps the CWS/CMS APD Administrator to properly categorize the request.* |  |  |  |
| **§ 2 Business Justification.** | | | | |
| Business Justification | Does the stated business need justify the purchase (e.g., if the County is procuring tablet PCs, is there a justification given as to why the users need this kind of PC rather than a desktop or an ordinary laptop)? *Justifications for equipment for new users or for replacement equipment should be concise, standard verbiage.* |  |  |  |
| **§ 5 Cost and Cost Allocation.** | | | | |
| Cost Allocation Plan (CAP)  45 CFR 1355.57  45 CFR 95.631 | Does the CAP (1) properly allocate costs to benefiting programs (2) include adequate narrative describing and justifying the underlying methodology and (3) include categories for Development & Operations? |  |  |  |
| CWS/CMS Only: Does the CAP include categories for CWS/CMS and Non-CWS/CMS? What was the resource used to determine these categorizations? |  |  |  |
| Does the narrative associated with the table match the numbers in it? |  |  |  |
| Have all calculations been proofread and double checked for accuracy? |  |  |  |
| **§ 6 Procurement Method.** | | | | |
| Describe Procurement Process | Does the APD adequately describe the steps that will be taken to implement the procurement (advertisement, selection process & evaluation criteria)? *Merely stating that the procurement will follow State and federal regulations is not a description.* |  |  |  |
| Local Preference  45 CFR 92.36 (c)(2)  53 Op.Atty.Gen. 72, 2-11-70 | Does the procurement exclude geographical preferences for any bidder? (*California Preference, Gov.C. 4331, declared unconstitutional in 276 Cal.App.2d 221, 53 Op.Atty.Gen 72)* |  |  |  |
| **Subject** | **Standard** | **Yes** | **No** | **Page** | |
| Full & Open Competition  45 CFR 92.36(c)(1)  45 CFR 92.36(d)  45 CFR 95.613 | Is the procurement truly competitive or, if not, is there a strong justification for a sole source acquisition? *See 92.36(d)(4) for requirements.* |  |  |  |
| Will there be a public advertisement or notice of the procurement? If a small purchase, how many quotes will be solicited? |  |  |  |
| Are requirements for bidder participation reasonable, i.e., without unnecessary experience or bonding requirements? |  |  |  |
| Are requirements clear and broadly-stated in light of the business need (i.e., not overly-specific or inclusive of brand names)? *If brand names are in the specs, an explanation must be provided that justifies the exclusion of other brands.* |  |  |  |
| Cost/Price Analysis  45 CFR 92.36(f)  45 CFR 92.36(d)(4) | Is a cost or price analysis required? If so, what was done?  *A cost analysis is required for sole source purchases unless price reasonableness can be established on the basis of catalog or market prices. See regulation for guidance; the goal is to get independent information about prices or to confirm price reasonableness.* |  |  |  |
| **§ 7 Cost Benefit Analysis.** | | | | | |
| Cost-Benefit Analysis (CBA)  45 CFR 95.605  APD Guide CBA Companion Guide for Child Welfare | Does it set forth the program performance improvements, projected costs, and anticipated benefits that the acquisition is expected to deliver? Does it include a comparison of the costs and benefits of different alternatives? *Costs and benefits can be presented in quantitative and/or qualitative terms.* *Quantitative costs/benefits may be valued on the basis of dollars or other measures such as time, percentages, caseload, service delivery, placements, adoption rates and so forth. Where it is difficult to accurately appraise a quantifiable cost/benefit or such cost/benefit is intangible, it can be presented as a qualitative cost/benefit.* |  |  |  | |
| Does it include a table for cost category and, if applicable, a depreciation table? |  |  |  | |
| Have all calculations been proofread and double checked for accuracy? |  |  |  | |
| **For contracted goods/services: Are there requirements related to terms in the contract between the county and the vendor? Yes.** | | | | | |
| **Subject** | **Standard** | **Yes** | **No** | **Page** | |
| Audit  45 CFR 92.36(i)(10) | Does the contract require the contractor to give the State and federal governments access to records for audit purposes? Here is a sample clause: *The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract.  Such records shall be complete and available to XXX County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County’s final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.* |  |  |  | |
| Bonding Requirements  ACF-AT-92-5 | Are any bonds required? If there is a performance bond >20%, explain. *Federal policy does not favor performance bonds. See ACF-AT-92-5.* |  |  |  | |
| Breach of Contract  45 CFR 92.36(i)(1) | Does the contract provide for administrative, contractual, or legal remedies in instances where the contractor violates or breaches contract terms? |  |  |  | |
| Copyrights  45 CFR 92.34 | Will the procurement result in the creation or development of any work subject to copyright? If so, does the contract reserve a license to DHHS per 45 CFR 92.34? |  |  |  | |
| Debarment & Suspension  45 CFR 92.35 | Does the solicitation include a certification from bidder that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency? |  |  |  | |
| Equipment Disposal  45 CFR 92.32(e) | Is provision made for equipment disposal per county/State/federal requirements? |  |  |  | |
| Record Retention  45 CFR 92.36(i)(11) | Is there a requirement for retention of all such records for three years after final payment and the conclusion of any pending matter, whichever is later? *If you use the sample clause suggested for audit, a separate record retention requirement is not necessary.* |  |  |  | |
| Software Ownership  45 CFR 92.36(i)(9)  45 CFR 95.617 | Is the procurement for software? If so, does the contract include the language of 45 CFR 95.617 that requires a buyer to own non-COTs software and reserve a license for DHHS? |  |  |  | |
| Termination for Cause  45 CFR 92.36(i)(2) | If contract is more than $10,000, does it include procedures for termination for cause and the basis for settlement? |  |  |  | |
| Termination for Convenience  45 CFR 92.36(i)(2) | If contract is more than $10,000, does it include procedures for termination for convenience and basis for settlement? |  |  |  | |