I hereby CERTIFY that the acquisition to be used to procure the goods or services requested in the attached Advanced Planning Document will comply with all applicable federal, state and territorial acquisition standards, laws, policies and procedures. In particular:

**Open and Free Competition**

1. The acquisition provides, to the maximum extent practicable, open and free competition.

* The acquisition does not include a local preference of any type.
* The acquisition is publicly advertised.
* The acquisition does not contain unnecessary requirements for participation.
* The acquisition does not contain unnecessary requirements related to a bidder’s previous experience.
* The acquisition is NOT a sole-source procurement.
* The acquisition is free of any personal or organizational conflict of interest.

**Evaluation and Selection**

1. The acquisition does not contain unfair or restrictive evaluation processes.
2. The acquisition document includes information about the evaluation and selection process such as technical and cost scoring and weighting, and proposal ranking and selection.

**Equipment**

1. The acquisition does not contain equipment specifications with manufacturer names, (e.g., Intel, Dell, Gateway), unless bidders can offer functional equivalents.

**Software**

1. The acquisition does not contain software specifications with manufacturer names, (e.g., Microsoft), unless such software is a State or County standard and the acquisition will be conducted on a competitive basis.
2. The acquisition is not for proprietary applications software developed specifically for the public assistance programs of titles I, IV-A, IV-B, IV-D, IV-E, X, XIV, XVI(AABD), XIX, or XXI of the Social Security Act or title IV chapter 2 of the Immigration and Nationality Act (i.e., those covered by 45 CFR 95, Subpart F).
3. If the acquisition is for custom code/software or commercial, off-the-shelf (COTS) software that the county will modify, the contract contains a clause that grants:

* the County all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation.
* the federal government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use such software, modifications, and documentation for federal government purposes.
* **Contract Terms**

1. The acquisition document(s) or contract includes clauses covering mandatory contract terms and conditions, order of precedence, compliance with laws, liability, period of performance, force majeure[[1]](#footnote-1), availability of funds, notices, disputes, failure of performance, damages and termination.

**Audit & Record Retention**

1. The acquisitions documents(s) or contract contains a clause that

* grants the federal government, the State, or their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
* requires the contractor to retain all required records for three years after final payment or until any pending matter is closed, whichever is later.

Any deviation from these requirements requires a written explanation. The State reserves the right to request further information or receive any and all acquisition documents supporting the referenced APD.

This form must be signed by the county official(s) authorized to submit acquisition documentation to the State for approval and to contractually bind the County.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. A clause excusing a contracting party from liability if some unforeseen event beyond the control of that party (for example war, natural disasters, or other "Acts of God") prevents it from performing its obligations under the contract. [↑](#footnote-ref-1)