

CITY OF SAN ANTONIO

San Antonio Metropolitan Health District



REQUEST FOR APPLICATIONS ("RFA")

for

**Shared Use Agreement (SUA) for SAMHD
RFA-2011-079-DR**

**Release Date: September 23, 2011
Applications Accepted through November 7, 2011**

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I. BACKGROUND

The City of San Antonio, *San Antonio Metropolitan Health District* (“City”) seeks applications from qualified Respondents interested in providing the services as described in this RFA.

As part of the 2009 American Recovery and Reinvestment Act, the US Department of Health and Human Services and Centers for Disease Control and Prevention awarded the City of San Antonio funding to support community-based chronic disease prevention projects. The City of San Antonio Metropolitan Health District received funding to reduce and prevent obesity in children and adults through a project initiative known as the Communities Putting Prevention to Work (SA-CPPW).

The SA-CPPW Obesity project addresses obesity prevention through a comprehensive set of initiatives that support specific, measurable health outcomes to increase opportunities for physical activity and reduce disease rates, specifically associated with obesity.

Many communities lack safe, adequate places for children and their families to exercise and play. Schools, public, and government facilities might have a variety of existing facilities - gymnasiums, playgrounds, fields, courts, tracks - that may also serve the surrounding community. Unfortunately, many of these entities close their property to the public after normal operating hours because of concerns about costs, vandalism, security, maintenance, and liability in the event of injury.

Most states currently have laws that encourage or even require schools and other entities to open their facilities to the community for recreation or other civic uses. Nonetheless, officials and administration at these facilities may be reluctant to do so out of concern about the expense in times of increasingly tight budgets.

This application will focus on the development and execution of Shared Use Agreements (SUA) with identified public/private partners, and implementation of the Agreements.

The City seeks applications from qualified Respondents interested in Expanded Access to Public/Private Physical Activity Facilities project as described in this RFA.

Specific elements of this application will include but not be limited to:

1. Plans to improve school property for increasing physical activity of the proximate community.
2. Implementation of improvements on district-selected sites through facilitation with School/District facility management staff and other staff as necessary.
3. Agreement to long term public use of the improved facilities as well as agreement to all liability and maintenance.
4. As much as possible, obtaining community input, including neighboring residents, parents, teachers, and students regarding preferences for physical activity elements as well as overall issues to be addressed through this project.
5. Coordination on what each site’s prioritized needs for physical activity are based on the Metro Health Physical Activity Assessment and Resource Inventory, and other available data.

II. SCOPE OF SERVICES

1. Eligible Applicants:

- a) Independent school districts within Bexar County

2. Minimum Requirements:

- a) Projects should improve facilities and/or grounds for free physical activity use by the public when school is not in session, and,
- b) Applicants must submit application by deadline, and,
- c) Awardees must agree to cooperate with evaluation of shared use process, improvements, and community impact for a 1 year timeframe from the implementation of improvements, and,
- d) Awardees must complete improvements and submit invoices by March 18, 2012, and,
- e) Requests must be no more than \$111,000 for one or more sites within the proposed school and/or school district

3. Applicants Agree to the Following Provisions:

- a) Provide free usage of the improved facilities, which may include gyms, pools, auditoriums, cafeterias, classrooms, athletic facilities, large gathering areas, and other facilities as long as such usage does not conflict with school activities, for a (5) five year time period, and,
- b) Provide maintenance to improved area such as lawn mowing of improved sites, routine safety inspections and routine maintenance, for a (5) five year time period, and,
- c) Assume all liability for the improved area for a (5) five year time period
- d) Provide outreach to community residents to inform them of the improved and open facilities.

5. Rules for Implementation of Improvements:

- a) All repairs and funding will need to adhere to requirements of the 2009 American Recovery and Reinvestment Act (weblink below)
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&docid=f:h1enr.pdf
- b) Construction and major alteration and renovations are **not** allowed. This includes, but is not limited to, playgrounds, physical building of sidewalks, bridges, or other capital improvement projects
- c) Allowable Expenses:
 - i. Enhancement and promotion of active transport (walking or bicycling to school) as part of an overall policy promotion or strategy,
 - ii. Purchase of woodchips and/or tar to renovate or enhance a walking or bike path; lighting for bike paths and walkways
 - iii. Alterations to meet requirements for accessibility by physically disabled individuals
 - iv. Changes to physical characteristics, internal environments, or utility services
 - v. Installation, of fixed equipment, such as bicycle racks, basketball goals, etc
 - vi. Replacement, removal, or reconfiguration of interior non-load bearing walls, etc

- vii. Making unfinished shell space suitable for purposes other than human occupancy, such as storage
- viii. Items to enhance safety, such as fence repair, lighting, surface repair, rock removal

III. CONTRACT TERM AND SUPPLEMENTAL TERMS AND CONDITIONS

Each resulting award will have a term expiring on March 18, 2012, under the same terms and conditions of this Request for Application. The sourcing grant will expire March 18, 2012.

American Recovery Reinvestment Act (ARRA).

Funds for this contract come in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (“ARRA”).

Job Creation and Retention. Pursuant to section 1512c of the ARRA, not later than 5 days after the end each calendar quarter, you must submit a report to City that contains an estimate of the number of jobs created and the number of jobs retained as a result of your receiving ARRA funds pursuant to this contract. Include a brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or your existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Outlying areas” means:

Commonwealths.

Puerto Rico.

The Northern Mariana Islands;

Territories.

American Samoa.

Guam.

U.S. Virgin Islands; and

Minor outlying islands.

- Baker Island.
- Howland Island.
- Jarvis Island.
- Johnston Atoll.
- Kingman Reef.
- Midway Islands.
- Navassa Island.
- Palmyra Atoll.
- Wake Atoll.

Access to Contractor Records. Inspectors General, the Accountability and Transparency Board, and the Government Accountability Office are granted authority to examine any records of the contractor regarding ARRA transactions as required by ARRA Sections 902, 1514 and 1515. You acknowledge this requirement and agree to grant such access to these entities and City, if requested. You shall maintain documentation of your purchases of materials or goods furnished hereunder that are sufficient to demonstrate that they are U.S.-made. You must retain this documentation for the duration of this contract and for four years after the expiration or termination of this contract. You shall permit inspection and copying of such documents to these parties and City at no cost.

Anti-discrimination and Equal Opportunity Provisions. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance shall apply here. You shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. Generally applicable civil rights laws apply, including (but not limited to) the Fair Housing Act, the Fair Credit Reporting Act, the Americans With Disabilities Act Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act. You agree that you will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

IV. PRE-APPLICATION CONFERENCE

A Pre-Application Conference will be held at Riverview Towers, located at 111 Soledad Street, 11th Floor, San Antonio, Texas 78205 at **2:00 p.m.**, Central Time, on **September 29, 2011**. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Application Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Application Conference and posted with this solicitation. Attendance at the Pre-Application Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Riverview Towers is wheelchair accessible. The accessible entrance is located at 111 Soledad Street, San Antonio, Texas 78205. Accessible parking spaces are located at Rand Parking Garage, 122 N. Main Avenue, San Antonio, Texas 78205. Auxiliary aids and services are available upon request. Interpreters for

the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Application Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section.

V. SUBMISSION OF APPLICATION

A. Respondent shall submit one (1) original, signed in ink and **8** copies of the application packet (Tabs A-F listed on Attachment 6) in a sealed package clearly marked on the front of the package: **Shared Use Agreement (SUA) Application for SAMHD.**

Mailing Address:

City Clerk's Office
Attn: Purchasing and General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Purchasing and General Services
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Applications sent by facsimile or email will not be accepted.

B. **Applications Due Date:** Application submissions in response to this RFA will be accepted no later than **11:00 a.m.**, Local Time, on **Monday, November 7, 2011**. Any application received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

VI. RESTRICTION ON COMMUNICATIONS

A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFA or applications from the time the RFA has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFA has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFA and/or application submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's application from consideration. Exceptions to the Restrictions on Communication with City employees include: Respondents may ask verbal questions concerning this RFA at the Pre-Application Conference. Respondents may submit written questions by email concerning this RFA to the

Staff Contact Person listed below until **3:00 p.m.**, Local Time, on **Wednesday, October 19, 2011**. Questions received after the stated deadline will not be answered.

Debra Reyes, Procurement Specialist 3
City of San Antonio, Purchasing & General Services
debra.reyes@sanantonio.gov
Office: (210) 207-7266

VII. SBEDA COMPLIANCE

The City of San Antonio, through City Ordinance No. 2010-06-17-0531, has adopted and implemented a Small Business Economic Development Advocacy (“SBEDA”) Program. Information regarding the SBEDA Ordinance may be found on the City’s International and Economic Development (IEDD) website and is also available in hard copy form upon request to the City. In accordance with the SBEDA Program, any contract entered into as a result of this solicitation shall be subject to the SBEDA Affirmative Procurement Initiative and goal as determined by the applicable SBEDA Goal Setting Committee. Upon selecting a Respondent to negotiate the terms and conditions of a binding agreement, the selected Respondent’s application shall be submitted to the Goal Setting Committee for determination regarding the applicability of an Affirmative Procurement Initiative, relative goal and required date for return of a Subcontractor/Supplier Utilization Plan. Should the selected Respondent be unable or unwilling to contractually commit to meet the goals set by the Goal Setting Committee, the City shall decline the Respondent’s application and may negotiate with the next favorable Respondent.

VIII. CONTRACT OFFER

Qualified public schools or school districts that are selected will be offered contracts to provide services such as in Exhibit 2 (Draft Contract).

IX. INSURANCE

The School District and the City each maintain a self-insurance fund for general liability and worker’s compensation claims and causes of action to meet their statutory obligations to each party’s employees.

X. NO INDEMNIFICATION

The School District and the City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et.seq., and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

XI. EVALUATION CRITERIA

Evaluation criteria shall include the items listed below. These items should be addressed in your application. The City may select all, some or none of the Respondents for interviews. The City reserves the right to select one, or more, or none of the Respondents to provide services.

Evaluation criteria:

There are a maximum of 100 points possible. Point breakdowns are below:

1. Within Westside Development Corporation Boundaries (20 points)
2. Accessibility of site (proximate and walkable to local residents, not too hidden from view, not too close to dangerous areas, e.g., ravines, highways, etc.) (15 points)
3. # of students/school families impacted (15 points)
4. # of residents within zip code/census tract/1 mile of proposed site (15 points)
5. Within park desert (no park within ½ mile) [exception: explain how the current application is not met by an existing park] (10 points)
6. Greater Addresses improvement in obesity/health risk (e.g., latest Fitnessgram BMI results, income and educational levels,) (10 points)
7. Multiple sites (5 points)
8. Improvements increase the likelihood of public use for physical activity (example: access, safety, community input and outreach, contribution to implementation of evidence based strategies for increasing physical activity (see <http://www.thecommunityguide.org/pa/index.html>) (10 points).

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFA.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Application submittals(s) is deemed most advantageous to City, as determined by the City.
- C. City may accept any application in whole, or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate application of the part of City.
- D. City reserves the right to accept one or more applications or reject any or all applications received in response to this RFA, and to waive informalities and irregularities in the applications received. City also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA process.
- E. If selected, Respondent shall execute a contract, in substantially the form incorporated herein as Exhibit 1, Sample Documents Contract Template, to be received no later than 15 business days after notice of contract award. No work shall commence until the contract documents(s) are signed by City and Respondents(s) provides the necessary evidence of insurance as required by the contract. Contract documents are not binding on the City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFA does not commit City to enter into a Contract, award any services related to this RFA, nor does it obligate City to pay any costs incurred in preparation or submission of an application or in anticipation of a contract.

- G. If selected, Respondent will be required to comply with Insurance requirements listed in the final contract.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or organization(s) is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Exhibit 1)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for applications or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XIII. SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFA:

RFA Release Date	Friday, September 23, 2011
Pre-Application Conference	Thursday, September 29, 2011 at 2:00 p.m.
Final Questions Accepted	Wednesday, October 19, 2011 at 3:00 p.m.
Applications Due	Monday, November 7, 2011 at 11:00 a.m.

ATTACHMENT I
RESPONDENT APPLICATION

GENERAL INFORMATION

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Printed Name of Contract Signatory: _____

Job Title: _____

List the person who the City may contact concerning your application, if different from above:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

PROJECT SUMMARY

- A. **Project Description** - Provide a brief description of Applicant's projects. The response should include a brief history, goals, objectives, project beneficiaries, and community impact or need/problem being addressed. See evaluation criteria for additional information (Section XI)

- B. **Scope of Work** - Describe the specific work to be performed and activities to be completed to achieve the project's goals. Include information specific to the project components for which funding is sought through this application.

PROJECT BUDGET AND TIMELINES

Please provide the following:

A. Amount of ARRA Funding Requested: \$ _____

B. Project Breakdown:

<u>Project Description</u>	<u>Funding Amount Being Requested</u>	<u>Projected Activity/Task Completion Date</u>
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
TOTAL ARRA FUNDING REQUESTED	\$	

ATTACHMENT 2

DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at https://www.sanantonio.gov/eforms/atty/DiscretionaryContracts_Disclosure.pdf.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields.
2. Click on the “Print” button and place the copy in application as indicated in the Application Checklist.

NOTE: All fields must be completed prior to submitting the form.

ATTACHMENT 3

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your application from consideration or termination of the contract, once awarded.

Have you or any member of your District or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No___

Have you or any member of your District or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work performed for the City of San Antonio or any other Federal, State or Local Government , or Private Entity?

Yes___ No___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes___ No___

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your application.

ATTACHMENT 4

SBEDA FORM (S)

FORM POSTED AS A SEPARATE DOCUMENT

ATTACHMENT 5

SIGNATURE PAGE

The undersigned certifies that (s) he is authorized to submit this application on behalf of the entity named below:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If application is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFA, Respondent will be able and willing to execute a contract in the form shown in the RFA, as attached and set out in RFA Exhibit 2, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFA, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in the RFA Exhibits.
3. If awarded a contract in response to this RFA, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's application and during the application process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of application from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Application and understands that failure to fully disclose requested information may result in disqualification of application from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

ATTACHMENT 6

APPLICATION CHECKLIST

Use this checklist to ensure that all required documents have been included in the application and that they are properly tabbed and appear in the correct order.

Tab in Respondent's Application	Document	Initial to Indicate Document is Attached to Application
	Table of Contents	
<i>A</i>	Respondent Application to include General Information, Project Budget and Summary, and Timelines <ul style="list-style-type: none"> • RFA Attachment 1 	
<i>B</i>	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> • RFA Attachment 2 	
<i>C</i>	Litigation Disclosure form <ul style="list-style-type: none"> • RFA Attachment 3 	
<i>D</i>	*SBEDA Program Commitment Form <ul style="list-style-type: none"> • RFA Attachment 4 	
<i>E</i>	*Signature Page <ul style="list-style-type: none"> • RFA Attachment 5 	
<i>F</i>	Application Checklist <ul style="list-style-type: none"> • RFA Attachment 6 	
	One (1) Original signed in ink and eight (8) Copies	

*** Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of application.**