



TERMS AND CONDITIONS

Limitations

This request for application (RFA) does not commit Civic Thread to award a contract, to pay any costs incurred in the preparation of applications to this request, or to procure or contract for services or supplies. Civic Thread expressly reserves the right to reject any and all applications or to waive any irregularity or informality in any application or in the RFA procedure and to be the sole judge of the responsibility of any applicant and of the suitability of the materials and/or services to be rendered. Civic Thread reserves the right to withdraw this RFA at any time without prior notice. Further Civic Thread reserves the right to modify the RFA schedule described above.

Until the award of a contract, the applications shall be held in confidence and shall not be available for public view. No applications shall be returned after the date and time set for the opening thereof. All applications become the property of Civic Thread. Upon award of contract to the successful applicants, all applications shall be public records.

Award

All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their applications as may result from negotiations. However, each initial application should be submitted on the most favorable terms from a price and a technical viewpoint.

RFA Addendum

Any changes to the RFA requirements will be made by addenda issued by Civic Thread via the Civic Thread Website and shall be considered part of the RFA. Upon issuance, such addenda shall be incorporated in the agreement documents and shall prevail over inconsistent provisions of earlier issued documentation.

Verbal Agreement of Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of Civic Thread shall affect or modify any terms or obligations of the RFA, or any contract resulting from this RFA.

Precontractual Expense

Precontractual expenses include any expenses incurred by applicants and selected contract in:

- Preparing applications in response to this RFA
- Submitting applications to Civic Thread
- Negotiations with Civic Thread on any matter related to the application.
- Other expenses incurred by a contractor or applicant prior to the date of award of any agreement.

In any event, Civic Thread shall not be liable for any precontractual expenses incurred by an applicant or selected contractor. Applicants shall not include any such expenses as part of the price proposed in response to this RFA. Civic Thread shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFA.

Signature

The applicant will also provide the following information in the online form: name and email address of individual with authority to bind the applicant and also who may be contacted during the period of the application evaluation. The application shall be signed by an authorized signatory. The application must be a firm offer for at least a 46-day period. Execution of the contract is expected by December 2024.

Contract Arrangements

The successful consultants are expected to contract similar to SACOG's Standard Agreement, which meets all State and/or Federal requirements. A copy of SACOG's Standard Agreement is attached as an Exhibit.

The contract will be an agreement between Civic Thread and the selected consultants.

Disadvantaged Business Enterprise (DBE) Policy

Disadvantaged Business Enterprises ("DBE's") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE's are for-profit small business concerns as defined in Title 49, Part 26.5, Code of Federal Regulations ("CFR"). Civic Thread will not practice discrimination based on race, color, national origin, or sex in the award or performance of this contract. All consulting firms qualifying under this solicitation are encouraged to submit applications, including those who qualify as a DBE. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this request for applications and contract.

Disadvantaged Business Enterprise (DBE) Obligation

A DBE Contract Goal of 6.82% has been established for this contract. The applicant must make in good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract Goal of DBE participation in this contract.

The applicant consultant and its subcontractor(s) must agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the consultant and its subcontract(s) shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The consultant and its subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the contract.

Title VI of the Civil Rights Act of 1964

The consultant must agree to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity

In connection with the performance of the contract, the consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Notification of Results

All applicants will be notified of the results of the evaluation and which applicants, if any, are recommended for an award.

Project Funding Source

This project is funded by SACOG through a federally funded grant program. **Funding for the consultant services will be provided by Civic Thread after Civic Thread is reimbursed by SACOG.** All expenses must be federally compliant. **Payment is on a reimbursement basis.**

Payment Schedule

The consultant will submit monthly invoices to Civic Thread for services rendered and Civic Thread will compensate the consultants for these services as set forth in the agreement.

The consultant will be paid in arrears, and on a paid when paid basis. The consultant should forward a copy of all invoices for payment for work performed and associated expenses by the first day of the following month. At Civic Thread's discretion, Civic Thread may withhold ten percent (10%) of the payments until the successful completion of the project and the delivery and acceptance of all final products.