

REQUEST FOR PROPOSALS

Marketing Support Services

Mountain Line Transit Authority

Monongalia County Urban Mass Transit Authority
420 DuPont Road, Morgantown, WV 26501

RFP Issue Date	Thursday September 9, 2026 Eastern
Deadline for Written Questions	Monday October 5, 4:00 p.m. Eastern
Addenda / Answers Posted	Wednesday October 8, 4:00 p.m. Eastern
Proposals Due	Thursday October 15, 2026, 4:00 p.m. Eastern
Anticipated Board Award	Wednesday October 21, 2026 Noon Eastern
Anticipated Start of Services	Wednesday October 21, 2026

Submit proposals electronically to: Loring Danielson, Finance Officer, danielson@busride.org

Direct all questions in writing to: Loring Danielson, Finance Officer, danielson@busride.org

Firms of every size are encouraged to respond. Mountain Line is seeking marketing production and execution support that works alongside our in-house Marketing Coordinator. Sole proprietors, freelancers, fractional marketing professionals, and full-service agencies are all eligible and will be evaluated on the same criteria. There is no minimum firm size, and there is no requirement that all services be performed in house.

This procurement may be financed in whole or in part with federal assistance from the Federal Transit Administration. Disadvantaged Business Enterprises, small businesses, veteran-owned businesses, and women-owned businesses are encouraged to submit proposals. There is no DBE contract goal for this procurement.

1. Introduction and Purpose

Mountain Line Transit Authority (“Mountain Line” or “the Authority”) is soliciting proposals from qualified marketing professionals and firms to provide on-call marketing support services.

Mountain Line employs a full-time Marketing Coordinator who leads the Authority’s marketing program and will serve as the Contractor’s day-to-day point of contact.

Assignments may range from producing a single piece of collateral to planning, budgeting, and executing a complete campaign. The Authority will use this contract for work its in-house staff does not have the capacity or tools to produce. Section 3 describes the full range of services that may be requested.

Mountain Line anticipates awarding a single contract. Work will be assigned individually, in writing, as needs and funding allow. No minimum volume of work or dollar value is guaranteed.

2. About Mountain Line

Mountain Line Transit Authority, legally the Monongalia County Urban Mass Transit Authority, is a nonprofit public transit agency serving Morgantown and Monongalia County, West Virginia. Service began in 1996.

Mountain Line operates fixed-route bus service across 22 routes, microtransit, and demand-response service. Programs include university transit service, intercity connections, and social service transportation partnerships.

The Authority’s marketing program supports the following goals:

- Grow ridership and increase use of underutilized services
- Help riders understand routes, schedules, fares, and mobility options
- Communicate service changes clearly and quickly
- Reach seniors, people with disabilities, students, workers, employers, and low-income residents
- Build public understanding of transit’s community and economic value
- Support recruitment, special events, and agency milestones

3. Scope of Services

Mountain Line may request any of the services described below over the contract term. This is the full range of what may be assigned, not a guaranteed workload. Assignments may be as small as a single flyer or as large as planning, budgeting, and executing a full campaign for a major initiative such as an agency anniversary or a new service launch.

Mountain Line does not expect any single proposer to offer every service listed. Proposers should clearly identify which services they perform directly, which they would subcontract, and which they do not offer.

3.1 Services Most Frequently Requested

Proposers should expect these categories to make up the majority of assigned work:

- Graphic design and layout: brochures, flyers, posters, rack cards, rider guides, timetables, fare materials, event materials, signage, and social media graphics
- Route map and system map design and updates, working from data and schedules provided by Mountain Line
- Vehicle graphics, bus stop signage, and shelter graphics: design and production-ready files

- Preparation of press-ready art; Mountain Line manages and purchases print production directly
- Copywriting and editing for campaigns, service change notices, and passenger information
- Photography and short-form video for use in campaigns and on social media
- Digital and print ad creative built to publisher specifications; Mountain Line places and purchases media directly
- Website content updates and landing pages, coordinated with the Authority's website provider
- Overflow support during peak periods, staff vacancies, and major service changes

3.2 Services Requested Occasionally

- Campaign development, including concepts, creative, budget recommendations, and production schedules
- Media planning and recommendations, including audience, reach, frequency, and cost estimates for the Authority's review
- Social media content production and paid social campaign setup
- Email campaign design and deployment
- Annual report, board presentation, and public meeting materials
- Survey instrument formatting, distribution, and tabulation support
- Translation and adaptation of materials into languages identified by the Authority; machine translation alone is not acceptable
- Press release and media advisory drafting for Authority review and issuance
- Planning and execution support for a specific initiative, such as an agency anniversary, service launch, or public awareness effort
- Event support materials and on-site assistance
- Brand standards documentation, templates, and refresh work

3.3 Accessibility and Compliance Requirements

All work produced under this contract must meet the following standards:

- Digital materials must follow accessible design practice, including sufficient color contrast, meaningful alternative text, logical reading order, and screen-reader compatible PDFs
- Plain language must be used in all passenger-facing material
- The Contractor must obtain written releases for identifiable individuals appearing in photography or video
- The Contractor must not use imagery, music, fonts, or stock content without documented license rights adequate for the Authority's intended use

3.4 Working Relationship

- The Marketing Coordinator is the Contractor's day-to-day point of contact and assigns all work.
- The Contractor must designate one named individual as the primary contact. For a sole proprietor, this is the proposer.
- Routine assignments are expected to be acknowledged within one business day.
- Most work will be handled remotely. Occasional on-site presence in Morgantown may be requested for photography, events, or project meetings; travel must be authorized in advance.
- The Contractor must not speak for Mountain Line publicly or to the media unless specifically authorized in writing.

4. Contract Term, Type, and Value

Term. An initial term of [THREE] years, with [TWO] optional one-year extensions. Extensions are at the Authority's sole discretion and depend on satisfactory performance, continued need, available funding, and Board approval.

Contract type. An on-call, indefinite-quantity agreement. Work is authorized individually in writing. Each written work authorization will state the deliverable, deadline, and a not-to-exceed amount before work begins. The Contractor performs no billable work without a signed authorization.

Estimated value. Mountain Line estimates spending approximately \$50,000 per year under this contract, exclusive of any pass-through costs. This estimate is provided in good faith to help proposers size their response. It is not a guarantee, a minimum, or a maximum.

Funding. This contract may be funded with federal, state, local, farebox, or advertising revenue. Federally funded work is subject to the provisions in Attachment D.

5. Minimum Qualifications

To be considered responsive, a proposer must demonstrate all of the following. Proposals that do not meet these minimums will not be scored.

1. At least three (3) years of professional experience providing marketing, design, communications, or advertising services.
2. At least three (3) completed projects of comparable scope within the past five (5) years, with references.
3. Demonstrated graphic design capability, evidenced by work samples.
4. Ability to deliver press-ready and accessible digital files.
5. Not currently debarred, suspended, or otherwise excluded from federal programs.
6. Ability to obtain the insurance described in Section 10 prior to contract execution.

Experience with public transit, government, or nonprofit clients is preferred but not required. Experience is evaluated under Section 8, not as a pass/fail minimum.

6. Proposal Requirements

Submit one (1) PDF file by email to the address on the cover page. Hard copies are not required and will not be accepted in place of the electronic submission. Proposals received after the deadline will not be considered.

Proposals must be organized in the following order. Each item is required.

Item 1 — Cover Letter and Proposal Form (Attachment A)

Signed by a person authorized to bind the proposer. Include legal name, business structure, address, primary contact, phone, email, federal tax identification number, and UEI if the proposer has one.

Item 2 — Firm or Individual Profile

- Description of the business, how long it has operated, and its size
- The services performed directly, the services subcontracted, and the services not offered
- If subcontractors are proposed, identify them and describe their role

Item 3 — Relevant Experience (Three Projects Minimum)

For each of at least three projects completed in the past five years, provide:

- Client name and type of organization
- Dates the work was performed
- Description of the services provided and who performed them
- Approximate contract or project value
- What the work accomplished for the client

Projects performed for public agencies, transit systems, or organizations serving similar audiences should be identified as such. Describe how each project relates to the work described in Section 3.

Item 4 — Personnel

- Identify the named primary contact and every person expected to work on Mountain Line assignments
- Provide a short résumé or biography for each, covering education, experience, and credentials
- A sole proprietor should provide their own résumé and state that they perform the work personally

Item 5 — Capacity and Responsiveness

- Current workload and how Mountain Line assignments would be accommodated
- Typical turnaround for a routine assignment such as a one-page flyer, and for a larger assignment such as a rider guide
- How the proposer handles competing deadlines and rush requests
- Location of the office or work base and how remote collaboration will work
- Coverage arrangements during illness, vacation, or staff turnover
- Software, file formats, and file transfer methods used

Item 6 — Approach to Supporting In-House Staff

Describe how the proposer works with a client's internal marketing staff. Address how assignments are received, how questions are resolved, how revisions and approvals are handled, and how the proposer maintains a client's existing brand rather than substituting its own direction. Give an example from prior work if possible.

Item 7 — Work Samples

Provide five (5) to ten (10) samples of relevant work, with a one-line note on each stating the proposer's role in producing it. Samples may be embedded in the PDF or provided as a link.

Item 8 — References (Attachment B)

Provide three (3) client references for the projects listed in Item 3. Include contact name, title, organization, phone, and email. Mountain Line may contact references and may also contact other clients identified in the proposal.

Item 9 — Cost Proposal (Attachment C)

Complete and submit Attachment C. See Section 7.

Item 10 — Certifications (Attachment E)

Complete and sign all certifications in Attachment E.

7. Cost Proposal

Cost information must be submitted on Attachment C. Proposers must provide:

1. Hourly rates for each labor category the proposer would use. A sole proprietor may list a single rate.
2. Fixed prices, if offered, for common deliverables such as a one-page flyer, a rack card, a rider guide, or a short video.

3. Any markup applied to outside vendor costs such as stock imagery or licensing, stated as a percentage.
4. Travel reimbursement rates, if any. Travel requires advance written authorization.
5. Rates for each year of the initial term and each option year, or a stated annual escalation.

Mountain Line places and purchases media and manages print production directly. Proposers should not include media buying fees, commissions, or print production markups.

Undisclosed markups will not be paid. Pass-through costs must be billed at actual cost with supporting documentation attached to the invoice, plus only the disclosed markup.

Mountain Line will perform a price analysis to determine that rates are fair and reasonable, as required by 2 CFR § 200.324.

8. Evaluation and Scoring

8.1 Review for Responsiveness

Each proposal is first reviewed for timely submission, required contents, and the minimum qualifications in Section 5. Proposals that fail this review are not scored. Mountain Line may waive minor irregularities that do not affect price or give a proposer an advantage.

8.2 Scoring Method

An evaluation committee of at least three individuals will independently score each responsive proposal. Each committee member assigns a score of 1 to 100 for each factor below. That score is multiplied by the factor weight to produce a weighted score. Weighted scores are summed for a maximum of 10,000 points per evaluator. Individual evaluator totals are then combined to rank proposals.

Factor	Weight	Score (1–100)	Weighted Score
Quality and relevance of similar services performed by the proposer and any subcontractors, how those projects relate to Mountain Line’s needs, how recently the work was performed, and the quality of the submitted work samples. Includes the proposer’s approach to supporting in-house staff (Items 3, 6, and 7).	40		
Qualifications of the individual personnel who will perform the work, based on education, experience, and credentials, with emphasis on experience with services similar to those described in Section 3 (Item 4).	20		
Cost proposal: hourly rates, fixed prices, disclosed markups, and overall reasonableness and clarity of pricing (Attachment C).	20		
Ability to manage and perform multiple assignments and respond expeditiously, including organizational structure, work base location, size of staff, coverage arrangements, and stated turnaround times (Item 5).	10		
Customer references (Item 8).	10		
Total	100		

8.3 Scoring Guidance

Evaluators will apply the following general ranges to each factor:

90–100	Excellent. Fully meets the factor with clear supporting evidence; no weaknesses identified.
75–89	Good. Meets the factor with minor weaknesses.
60–74	Acceptable. Meets the factor but with noticeable gaps or thin evidence.
40–59	Marginal. Partially meets the factor; significant gaps.
1–39	Poor. Does not meaningfully address the factor.

Firm size is not itself a scoring factor. A sole proprietor and a large agency are scored on the same criteria. Under the capacity factor, evaluators consider whether the proposer’s arrangements are adequate for the work described, not how many employees the proposer has.

8.4 Interviews and Award

- Mountain Line may interview the highest-ranked proposers. Interviews, if held, are scored using the same factors and may change the ranking.
- Mountain Line may request clarifications, request revised proposals, or negotiate scope and price with one or more proposers.
- Award will be recommended to the Board for the proposal determined to be most advantageous to Mountain Line, considering all evaluation factors. Award will not necessarily go to the lowest-priced proposer.
- No contract exists until a written agreement is executed by both parties.
- Unsuccessful proposers will be notified after award and may request a debriefing.

9. General Conditions

9.1 Ownership of Work Product

All work product created under this contract, including creative concepts, native design files, layered source files, photography, video footage, and copy, is the property of Mountain Line upon payment. The Contractor must deliver native files on request and at contract close-out. Licensed third-party content must be identified, with license terms disclosed at the time of delivery.

9.2 Public Records

Proposals become records of a public body under the West Virginia Freedom of Information Act. Material a proposer considers confidential must be clearly marked and limited to specific items. A blanket confidentiality marking on an entire proposal will not be honored. Pricing is not confidential.

9.3 Conflict of Interest

No Mountain Line employee, officer, Board member, or agent may participate in the selection, award, or administration of this contract if a real or apparent conflict of interest exists. Proposers must disclose any relationship with a Mountain Line employee, Board member, or contractor. Proposers must also disclose current or recent work for any entity whose interests may conflict with Mountain Line’s.

9.4 Subcontracting

All proposed subcontractors must be identified in the proposal. The Contractor remains fully responsible for subcontractor performance and must flow down all applicable federal provisions. Substitution of subcontractors or key personnel requires the Authority’s prior written approval.

9.5 Independent Contractor

The Contractor is an independent contractor and not an employee or agent of Mountain Line.

9.6 Protests

Mountain Line's Bid Protest Procedures are posted at www.busride.org/procurement-protest

9.7 Reserved Rights

Mountain Line reserves the right to amend or cancel this RFP, issue addenda, extend deadlines, reject any or all proposals, waive minor irregularities, request clarification or additional information, conduct interviews, negotiate, award in whole or in part, award no contract, and reissue the solicitation.

9.8 Cost of Proposal Preparation

All costs of preparing and submitting a proposal are the proposer's responsibility. Mountain Line will not reimburse any proposal costs.

10. Insurance

Before executing a contract, the successful proposer must provide certificates of insurance in at least the following amounts, naming Mountain Line Transit Authority as an additional insured on the general liability policy:

Commercial General Liability	[\$1,000,000] per occurrence / [\$2,000,000] aggregate
Workers' Compensation	As required by West Virginia law
Automobile Liability (only if travel is performed on Authority business)	[\$1,000,000] combined single limit

A sole proprietor with no employees may request a written waiver of the workers' compensation requirement. If a particular assignment warrants professional liability or cyber coverage, Mountain Line will identify that requirement in the written work authorization before work begins.

11. Invoicing and Payment

- Invoices must reference the applicable written work authorization.
- Invoices must itemize hours by person and labor category, or the applicable fixed price.
- Pass-through costs must be supported by vendor invoices.
- Mountain Line pays undisputed invoices within [THIRTY] days of receipt.
- The Contractor must pay subcontractors within thirty (30) days of receiving payment for that work, as required by 49 CFR § 26.29.

12. Federal Requirements

This contract may be financed in whole or in part with federal assistance from the Federal Transit Administration. The federal contract provisions in Attachment D are incorporated into this RFP and into any resulting contract and must be flowed down to subcontractors at every tier. By submitting a proposal, the proposer agrees to comply with them.

Mountain Line has established no DBE contract goal for this procurement and applies no state or local geographic preference. Proposers may be located anywhere in the United States. The Authority does not discriminate on the basis of race, color, national origin, or sex in the award or administration of DOT-assisted contracts.

Attachment A — Proposal Form

Complete, sign, and submit as the first page following the cover letter.

Legal name of proposer	
Doing business as (if different)	
Business structure (sole proprietor, LLC, corporation, etc.)	
Street address	
City, State, ZIP	
Primary contact name and title	
Telephone	
Email	
Website	
Federal Tax ID Number	
UEI (if applicable)	
Years in business	
Number of employees (enter 1 if sole proprietor)	
DBE certified? (yes/no; if yes, certifying agency)	
Small business? (yes/no)	
Subcontractors proposed? (yes/no; list on separate page)	

The undersigned certifies that the information in this proposal is accurate; that the proposer has read and will comply with the requirements of RFP [NUMBER], including the federal provisions in Attachment D; that the pricing offered remains valid for ninety (90) days from the proposal deadline; and that the undersigned is authorized to bind the proposer.

Signature: _____ Date: _____

Printed name: _____ Title: _____

Attachment B — References

Provide three (3) references for the projects described in Item 3. Copy this block as needed.

Reference 1

Organization	
Contact name and title	
Telephone	
Email	
Project performed	
Dates of service	
Approximate value	

Reference 2

Organization	
Contact name and title	
Telephone	
Email	
Project performed	
Dates of service	
Approximate value	

Reference 3

Organization	
Contact name and title	
Telephone	
Email	
Project performed	
Dates of service	
Approximate value	

Attachment C — Cost Proposal Form

C.1 Hourly Rates

List only the labor categories the proposer would actually use. Add or delete rows as needed. A sole proprietor may complete a single row.

Labor Category	Year 1	Year 2	Year 3	Options
Principal / Owner / Account Lead	\$	\$	\$	\$
Marketing or Communications Specialist	\$	\$	\$	\$
Graphic Designer	\$	\$	\$	\$
Copywriter / Editor	\$	\$	\$	\$
Digital / Social Media Specialist	\$	\$	\$	\$
Photographer / Videographer	\$	\$	\$	\$
Production or Print Coordinator	\$	\$	\$	\$
Other (specify): _____	\$	\$	\$	\$
Other (specify): _____	\$	\$	\$	\$

C.2 Fixed Prices (Optional)

If the proposer offers fixed pricing for common deliverables, list it here. Fixed prices are not required.

Deliverable	Fixed Price
One-page flyer, design only, print-ready	\$
Rack card, two sided, design only	\$
Multi-page rider guide (per page)	\$
Single route map update	\$
Social media graphic set (5 graphics)	\$
Short video, 30–60 seconds, edited	\$
Half-day on-site photography	\$
Other (specify): _____	\$

C.3 Other Charges and Travel

Markup on outside vendor costs (stock imagery, licensing, etc.)	_____ %
Mileage rate (may not exceed the federal rate)	\$_____ per mile
Other charges (specify below, or enter “none”)	

Any charge not disclosed on this form will not be paid. Pass-through costs are billed at actual cost with supporting documentation.

Signature: _____ Date: _____

Attachment D — Federal Contract Provisions

Mountain Line will attach the federal contract provisions required for third-party contracts under an FTA financial assistance award. The provisions attached here are incorporated into this RFP and into any resulting contract, and must be flowed down to subcontractors at every tier.

By submitting a proposal, the proposer agrees to comply with all applicable provisions attached here.

ATTACHMENT D

Federal Contract Provisions

Monongalia County Urban Mass Transportation Authority

DBA: Mountain Line Transit Authority

MARKETING RFP — Marketing Support Services

This attachment sets out the federal provisions required in third-party contracts financed in whole or in part with assistance from the Federal Transit Administration. These provisions are incorporated into the RFP and into any contract resulting from it.

By submitting a proposal, the proposer agrees to comply with every provision below that applies to the resulting contract, and to include those provisions in each subcontract at every tier, modified only as necessary to identify the affected parties.

Applicability is noted after each heading. A provision applies only if the stated threshold is met, measured by the total value of the contract including any option years. Where a provision conflicts with any other term of the contract, the federal provision controls.

Citations to “MA” refer to the FTA Master Agreement. Mountain Line will apply the version of the Master Agreement incorporated into the award financing this contract.

Applicability Summary

Threshold	Provisions That Apply
All contracts	D.1 through D.8, plus D.16, D.17, and D.18
Over \$10,000	D.9, D.10
Over \$25,000	D.11, D.12
Over \$100,000	D.13
Over \$150,000	D.14
Over \$250,000	D.15

Provisions

D.1 Federal Tax Liability and Recent Felony Convictions (all contracts)

The Contractor certifies that it does not have an unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner under an agreement with the taxing authority; and that it has not been convicted of a felony criminal violation under any federal law within the preceding 24 months. (DOT Order 4200.6; MA 34 § 4(g))

D.2 Access to Records and Audits (all contracts)

The Contractor shall provide Mountain Line, FTA, the U.S. Secretary of Transportation, the Comptroller General of the United States, and their authorized representative’s access to any books, documents, papers, and records of the Contractor that are pertinent to this contract, for the purpose of making audits, examinations, excerpts, and transcriptions, and shall permit reproduction of those records. Records shall be

retained for at least three years after final payment and closeout of all matters, and longer if any litigation, claim, or audit is pending. (49 U.S.C. § 5325(g); 2 CFR § 200.337; MA 34 § 9)

D.3 Changes to Federal Requirements (all contracts)

The Contractor shall comply with all applicable federal laws, regulations, requirements, and guidance as they may be amended during the term of this contract, except to the extent FTA determines otherwise in writing. The Contractor's failure to comply is a material breach. (MA 34 § 3(i)(6))

D.4 Civil Rights, Nondiscrimination, and Disadvantaged Business Enterprise (all contracts)

The Contractor shall comply with all applicable federal civil rights and nondiscrimination requirements, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Title VII (42 U.S.C. § 2000e); 49 U.S.C. § 5332; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); the Age Discrimination in Employment Act (29 U.S.C. §§ 621–634); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.); and Executive Order 11246 as amended. The Contractor shall not discriminate against any employee, applicant, or business on the basis of race, color, religion, national origin, sex, age, or disability. (MA 34 § 12)

The following assurance, required by 49 CFR § 26.13(b), applies to this contract and to every subcontract:

"The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible."

The Contractor shall pay each subcontractor for satisfactory performance no later than thirty (30) days after receiving payment for that work from Mountain Line, and shall return any retainage within thirty (30) days after the subcontractor's work is satisfactorily completed. The Contractor shall promptly notify Mountain Line whenever a DBE subcontractor is terminated or fails to complete its work, and shall make good faith efforts to engage another DBE to perform at least the same amount of work. The Contractor may not terminate a DBE subcontractor and perform that work with its own forces or those of an affiliate without Mountain Line's prior written consent. (49 CFR § 26.29)

D.5 Seat Belt Use (all contracts)

The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees and other personnel operating company-owned, rented, or personally operated vehicles, consistent with Executive Order 13043. (23 U.S.C. § 402 note; MA 34 § 34(a))

D.6 Distracted Driving (all contracts)

The Contractor is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving company-owned or rented vehicles, or vehicles operated on company business, consistent with Executive Order 13513 and U.S. DOT Order 3902.10. (MA 34 § 34(b))

D.7 Prohibition on Covered Telecommunications and Video Surveillance Equipment or Services (all contracts)

The Contractor shall not use federal funds under this contract to procure or obtain, or to extend or renew a contract to procure or obtain, equipment, services, or systems that use covered telecommunications or video surveillance equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (2 CFR § 200.216; 2 CFR Part 200, Appendix II(K))

D.8 Domestic Preferences for Procurements (all contracts)

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States, including iron, aluminum, steel, cement, and other manufactured products. This provision is separate from and additional to FTA's Buy America requirements. (2 CFR Part 184; 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L))

D.9 Procurement of Recovered Materials (contracts over \$10,000)

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and with U.S. EPA guidelines at 40 CFR Part 247. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. (2 CFR § 200.323; 2 CFR Part 200, Appendix II(J))

D.10 Termination (contracts over \$10,000)

Mountain Line may terminate this contract, in whole or in part, for its convenience upon written notice, or for cause following written notice and an opportunity to cure where Mountain Line determines a cure period is appropriate. Upon termination the Contractor shall stop work as directed and deliver all completed and in-process work product, and shall be paid for services satisfactorily performed and authorized costs incurred through the effective date of termination. If termination is for convenience, Mountain Line shall make an equitable adjustment but shall allow no anticipated profit on unperformed work. If termination is for failure to fulfill contract obligations, Mountain Line may complete the work by other means and the Contractor shall be liable for any additional cost incurred. If the Contractor is later determined not to have been in default, the termination shall be treated as one for convenience. (2 CFR Part 200, Appendix II(B))

D.11 Notification of Fraud, Waste, Abuse, or Misconduct (contracts over \$25,000)

The Contractor shall promptly refer to the U.S. DOT Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has submitted a false claim under the False Claims Act (31 U.S.C. § 3729 et seq.), or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance under this contract. The Contractor shall also notify Mountain Line. (MA 34 § 39(b))

D.12 Debarment and Suspension (contracts over \$25,000)

This contract is a covered transaction under 2 CFR Part 180 as supplemented by 2 CFR Part 1200. By submitting a proposal, the proposer certifies that neither it nor its principals or affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs, as those terms are defined at 2 CFR §§ 180.905, 180.935, 180.940, 180.945, and 180.995. This certification is a material representation of fact relied upon by Mountain Line. If it is later determined that the proposer knowingly rendered an erroneous certification, the federal government may pursue available remedies, including suspension and debarment. The Contractor shall include this requirement in each lower-tier covered transaction. (2 CFR § 180.220; 2 CFR Part 200, Appendix II(H); MA 34 §§ 4(h)(4), 39(b))

D.13 Byrd Anti-Lobbying Amendment (contracts over \$100,000)

The Contractor certifies that it has not used and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or other award. The Contractor shall disclose on Standard Form LLL any lobbying with non-federal funds that takes place in connection with obtaining a federal award, and shall require this certification in all lower-tier subcontracts exceeding \$100,000. (31 U.S.C. § 1352; 2 CFR Part 200, Appendix II(I))

D.14 Clean Air Act and Federal Water Pollution Control Act (contracts over \$150,000)

The Contractor shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387), and shall report any violation to Mountain Line, FTA, and the appropriate U.S. EPA Regional Office. (2 CFR Part 200, Appendix II(G))

D.15 Remedies for Breach (contracts over the Simplified Acquisition Threshold, \$250,000)

This contract includes administrative, contractual, and legal remedies for instances in which the Contractor violates or breaches its terms, and provides for such sanctions and penalties as may be appropriate. (2 CFR Part 200, Appendix II(A))

D.16 No Federal Government Obligation to Third Parties

Mountain Line and the Contractor acknowledge that, notwithstanding any concurrence by the federal government in or approval of this solicitation or the resulting contract, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to Mountain Line, the Contractor, or any other party arising from it. This clause shall be included in each subcontract, modified only to identify the subcontractor.

D.17 Program Fraud and False or Fraudulent Statements or Claims

The Contractor acknowledges that the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 et seq.), and U.S. DOT regulations at 49 CFR Part 31 apply to its activities in connection with this contract, and certifies the truthfulness and accuracy of any statement it has made, makes, or causes to be made pertaining to this contract or the FTA-assisted project. The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government, the federal government reserves the right to impose the penalties of the Act and of 18 U.S.C. § 1001. This clause shall be included in each subcontract.

D.18 Incorporation of FTA Terms

The provisions above include certain standard terms and conditions required by U.S. DOT, whether or not expressly set out. All contractual provisions required by U.S. DOT, as set out in FTA Circular 4220.1G and the applicable FTA Master Agreement, are incorporated by reference. Anything to the contrary notwithstanding, all FTA-mandated terms control in the event of a conflict with other provisions of this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Mountain Line request that would cause Mountain Line to violate its agreements with FTA.

Certifications implementing these provisions appear in Attachment E of the RFP and must be signed and returned with the proposal.

Attachment E — Required Certifications

All proposers must complete and sign the certifications below. One signature block per certification.

E.1 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The prospective participant further certifies that all subcontractors and suppliers at all tiers are likewise not excluded. Where the prospective participant is unable to certify to any statement above, an explanation must be attached.

Signature: _____ Printed name: _____

Title: _____ Firm: _____ Date: _____

E.2 Certification Regarding Lobbying (required for contracts over \$100,000)

The undersigned certifies, to the best of their knowledge and belief, that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. If any non-federal funds have been paid or will be paid for such purposes, the undersigned shall complete and submit Standard Form LLL. The undersigned shall require that this certification language be included in all lower-tier subcontracts exceeding \$100,000. This certification is a material representation of fact upon which reliance was placed when this transaction was made, and submission is a prerequisite under 31 U.S.C. § 1352.

Signature: _____ Printed name: _____

Title: _____ Firm: _____ Date: _____

E.3 Non-Collusion Certification

The undersigned certifies that this proposal was arrived at independently and without consultation, communication, or agreement with any other proposer for the purpose of restricting competition; that the prices in this proposal have not been knowingly disclosed to any other proposer prior to the submission deadline; and that no attempt has been made to induce any other person or firm to submit or not submit a proposal.

Signature: _____ Printed name: _____

Title: _____ Firm: _____ Date: _____

E.4 Conflict of Interest Certification

The undersigned certifies that no employee, officer, Board member, or agent of Mountain Line Transit Authority, nor any member of their immediate family, has a financial or other interest in the proposer, except as disclosed below. The undersigned further certifies that the proposer has no organizational conflict of interest that would impair its objectivity in performing this contract, except as disclosed below.

Disclosures (enter "none" if none): _____

Signature: _____ Printed name: _____

Title: _____ Firm: _____ Date: _____

E.5 Federal Tax Liability and Felony Conviction Certification

The undersigned certifies that the proposer (a) has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the taxing authority; and (b) has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

Signature: _____ Printed name: _____

Title: _____ Firm: _____ Date: _____

End of MARKETING RFP.