

**GRANT AWARD AND AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF TRANSPORTATION
AND THE CITY OF SALEM, ACTING FOR THE COMMUNITY OF
SALEM, OREGON, UNDER THE SMALL COMMUNITY AIR SERVICE
DEVELOPMENT PROGRAM
ALN/CFDA 20.930 FAIN: 69A34521400170048
DOCKET #: DOT-OST-2022-0003-0048**

WHEREAS, the City of Salem (the Sponsor), on behalf of the community of Salem, Oregon, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement (Grant Agreement) to the Sponsor for a grant of up to \$850,000 to assist in the Sponsor's efforts to address the air service needs of the community. This Grant Agreement shall be effective on the date of last signature by the Sponsor and DOT (collectively, the Parties). Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section E hereof.

**THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO
THE FOLLOWING TERMS AND CONDITIONS:**

A. GENERAL CONDITIONS

1. The maximum obligation of the United States payable under this Grant Agreement shall be \$ 850,000.
2. Payment of the United States' share of the Total Project Cash Costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201. Final determination of the United States' share may be based upon a final review of the Total Project Cash Costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Grant Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Agreement constitutes an obligation of federal funding. The grant awarded hereunder shall expire and the United States shall not be obligated to pay any part of the costs of the Grant Project unless the Sponsor signs this Grant Agreement on or before **September 30, 2022**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. If not signed and returned to DOT without modification by the Recipient on or before **September 30, 2022**, DOT may unilaterally terminate this Grant Agreement.

5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.
6. The Sponsor shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$750,000 or more in a year in Federal awards.
9. The provisions of 2 CFR 200.317–200.327 (Procurement Standards), as implemented and modified by 2 CFR 1201, shall apply to the extent that the Sponsor procures property and services in carrying out the Grant Project.

B. SPECIAL CONDITIONS

1. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT’s obligations hereunder, on ninety (90) days’ prior written notice, unless otherwise agreed between the Sponsor and DOT, if any of the following occurs:
 - a. The Sponsor fails to provide the local contribution as provided in its Grant Application, or alternatives approved by DOT;
 - b. The Sponsor fails to provide any In-Kind Contributions that are provided in its Grant Application, or alternative In-Kind Contributions approved in writing by DOT;
 - c. The Sponsor does not meet the conditions and obligations specified under this Grant Agreement; or
 - d. DOT determines that termination is in the public interest.
2. Either Party may seek to amend or modify this Grant Agreement on thirty (30) days’ prior written notice to the other Party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
3. At any time, on thirty (30) days’ prior written notice, the Sponsor may request termination of this Grant Agreement.

4. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, **this Grant Agreement will expire on January 7, 2028.** **NOTE:** The three-year limitation set forth in Title 49 U.S.C. 41743(d)(1), applicable only to revenue guarantees, begins when subsidized service commences.
5. Should the Sponsor be unable to complete its Grant Project within the time initially allocated to it in this Grant Agreement, the Sponsor may obtain a self-initiated one-year extension of this Grant Agreement if the Sponsor files with the Department, no later than sixty (60) days prior to the original expiration date of this Grant Agreement, a written request for such extension. Consistent with the provisions of 2 CFR § 200.308(e)(2), such request must include a description of the supporting reasons for the extension. **NOTE:** Access to remaining federal funding is not a sufficient reason for a self-initiated extension. Supporting reasons must be substantive in nature. If the supporting reasons are in the public's best interests, the Department will acknowledge receipt of the request filed under this subsection of the Grant Agreement, and this Grant Agreement will then expire one calendar year after the expiration date currently set forth in this Grant Agreement.

C. PROPOSAL SPECIFIC CONDITIONS

1. Sponsor: The City of Salem, designated by the community of Salem, Oregon, as the legal Sponsor under the Small Community Air Service Development Program, is a government entity that shall administer the Grant according to the terms and conditions set forth in this Grant Agreement.

Sponsor Contact:

Name: Keith Stahley

Title: City Manager

Company: City of Salem

Address: 555 Liberty St., SE
Salem, OR 97301

Phone: 503-588-6255

Email: kstahley@cityofsalem.net

Other Grant Project Contact:

John Paskell

Airport Manager

Salem Municipal Airport

2990 25th St., SE

Salem, OR 97302

503-589-2057

jpaskell@cityofsalem.net

UEI Number: D8X6WH1D6N65

TIN Number: 93-6002249

2. Scope of the Grant Project

Grant Project: Minimum revenue guarantee (MRG) and associated marketing program to recruit, initiate and support new air service to Los Angeles, CA, San Francisco, CA, Las Vegas, NV and/or Phoenix, AZ.

3. Funding

a. Total Project Cash Costs:	\$ 1,200,000
Federal Share:	\$ 850,000
State Share:	\$ 0
Local Share:	\$ 350,000
Airport Share:	\$ 0

In-Kind Contribution: \$ Undetermined – Two years of full terminal rent and landing fee waivers – contribution dependent upon aircraft size.

- b. Payment by DOT shall not exceed \$850,000 for the Grant Project's Total Project Cash Costs, which are costs arising from the Grant Project described in Section 2 above.
- c. The community will provide any In-Kind Contributions described in its Grant Application, or alternative In-Kind Contributions approved by DOT, toward implementation of the Grant Project.
- d. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT.** If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.
- e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Grant Project set forth in Section C.3.b above, and included in the Total Project Cash Costs set forth in Section C.3.a above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. DOT will reimburse the Sponsor on a monthly basis for **70.83 percent** of all valid expenditures submitted (the specific Federal share of Total Project Cash Costs is set forth in Sections C.3.a and C.3.b above), subject to Section C.3.c, above, and Sections C.3.f and C.3.g, below. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice. **NOTE:** Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Legal Sponsor **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department. The Sponsor may **not** seek reimbursement from the Department in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment. In addition, the legal sponsor is required to certify that each invoice is relevant to the authorized grant project and has been paid. In addition, for grants involving marketing of services conducted under a

revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the revenue guarantee agreement with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement.

Specifically, **all marketing materials that are for route-specific grants must display the destination city and/or airport name.**

- f. Payment of the final ten percent (10%) of the Federal funding for the Grant Project will be made after receipt by DOT of the final report set forth in Section C.4 below.
- g. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- h. All requests for reimbursement must be made by the Grant Recipient within sixty (60) calendar days after the date of expiration (see Section B.4) of this Grant Agreement.
- i. All expenses for this Grant Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.
- j. Should this Grant Agreement be terminated prior to the expiration date provided herein (see Section B.4), DOT reserves the right to require that the Sponsor return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports

- a. Grant Project reports, including progress on milestones as set forth in Section 4.b, below, shall be reported to DOT on a semi-annual basis, with **reports due to DOT on April 15 and October 15 of each year** that the Grant Agreement remains effective. **The first Grant Project report is due on April 15, 2023.**
- b. Each Project report shall include the following: (i) brief narrative detailing the status of the Grant Project and the progress being made towards the scope of the Grant Project described in Section C.2; (ii) status report on the hiring of any consultants in conjunction with implementation of the Grant Project; (iii) status report on progress toward completion of any and all In-Kind Contributions committed to implementation of the Grant Project as described in Section C.3.a above and in the Grant Application, or alternative Third-Party In-Kind contributions approved by DOT, including documentation evidencing that In-Kind Contributions were made; (iv) status report on any and all marketing or promotional activities undertaken; (v) status report on any and all contract negotiations with Air Carriers, including any revenue guarantee, subsidy, or financial incentive agreements; and (vi) status report on contract negotiations with other third parties in conjunction with the implementation of the Grant Project.
- c. The October Project report shall also include a completed Federal Financial Report (SF-425). This report is a financial reporting form used

throughout the Federal Government Grant system. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

- d. Final report (in a format to be provided by DOT) of the Sponsor's assessment of the Grant Project shall be made to DOT within three months after expiration of this Grant Agreement or conclusion of the Grant Project, whichever occurs earlier.

5. Sponsor Obligations

- a. The Sponsor shall, within **fifteen (15) calendar days after their execution, provide DOT with a copy of all agreements executed** between the Community and any consultants, Air Carriers, or other parties with respect to the Grant Project. The Sponsor shall, within fifteen (15) calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.
- b. The Sponsor shall **ensure that the obligations set forth in this Grant Agreement are met**. Failure to do so may result in termination of the Grant Agreement by DOT.

Obligation for Agreements Utilizing a Marketing Plan for General Airport Marketing or Marketing for Specific Existing Routes: Section C.5.c shall apply only if this box ☐ is checked

- c. Within **three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

Obligations for Agreements Only Utilizing a Marketing Plan to Establish Air Service: Sections C.5.d through C.5.f shall apply only if this box ☐ is checked.

- d. Within **three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
- e. At the sole option of DOT, funding may **terminate twelve (12) months after the execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier** to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT
- f. At the sole option of DOT, funding under this Grant Agreement may **terminate if no air service by an Air Carrier has commenced within**

twelve (12) months after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.

Obligations for Agreements Utilizing Air Carrier Financial Incentives to Establish Service: Sections C.5.g through C.5.l shall apply only if this box ☒ is checked.

- g. No reimbursement by DOT will be made until the Sponsor has **provided DOT with a copy of the revenue guarantee**, subsidy, or financial incentive agreement between the Sponsor and air carrier(s), including the cost and revenue basis for the compensation required.
- h. At the sole option of DOT, funding may **terminate twelve (12) months after the execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier** to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.
- i. At the sole option of DOT, funding under this Grant Agreement may **terminate if no air service by an Air Carrier has commenced within twelve (12) months** after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.
- j. Within **six (6) months following the date of execution of an agreement with an Air Carrier for service at the community, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
- k. At the sole option of DOT, funding may **terminate within six (6) months after execution of an agreement with an Air Carrier to provide the new air service described above if the marketing program to support the service has not been developed** and implemented, unless otherwise agreed between the Sponsor and the DOT.
- l. If during the term of a revenue guarantee agreement, subsidy agreement, or other financial incentive agreement with the Community, the **Air Carrier stops providing the agreed-upon service**, DOT will only provide reimbursement to the Grant Recipient for the actual service provided by the Air Carrier under the relevant agreement.

D. ASSURANCES

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto. The Assurances are integral parts to this Grant Agreement and are deemed to be incorporated by reference into this Grant Agreement.

E. DEFINITIONS

Air Carrier: A United States-certificated air carrier undertaking to provide air transportation, including, without limitation, scheduled and unscheduled air carriers, regional air carriers, commuter air carriers, and air taxi operators.

Assurances: This term shall have the meaning ascribed to it in Section D of this Grant Agreement.

Community: All parties identified in the Grant Application as participating in the Grant Project, including the Sponsor.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of this Grant Agreement by DOT and the Sponsor.

Federal Share: Federal funds authorized for use by the Grant Recipient in implementing the Grant Project.

Grant Agreement: This written agreement between DOT and the Sponsor describing the scope of the Grant Project and setting forth the terms and conditions of the Community's participation in the Small Community Air Service Development Program, and incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entirety; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) **DOT Order 2022-8-5** in its entirety.

Grant Application: The complete document submitted in **FY 2022 to DOT by the Community in Docket DOT-OST-2022-0003**, including any information submitted in the docket as confidential material.

Grant Project: The scope of the project set forth in Section C.2 of this Grant Agreement.

Grant Recipient: Community receiving the SCASDP grant, including the Sponsor.

In-Kind/Third-Party In-Kind Contribution: Property or services that benefit the Grant Project and that are contributed by non-Federal third parties without charge to the Grant Recipient or a cost-type contractor under the Grant Agreement.

Local Share: Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions).

Party: DOT and/or the Sponsor, as the context indicates.

Proposal: A proposed project described by the Community in its Grant Application.

Small Community Air Service Development Program (SCASDP): A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21) (Pub. L. No. 106-181), reauthorized by Vision 100—The Century in Aviation Reauthorization Act (Pub. L. No. 108-176), and subsequently reauthorized by the FAA Modernization and Reform Act of 2012 (Pub. L. No. 112-95) as amended, the Disaster Tax Relief and Airports and Airway Extension Act of 2017 (Pub. L. No. 115-63), and the FAA Reauthorization Act of 2018 (Pub. L. No. 115-254) (FAA 2018). The program is codified in Title 49 U.S.C. § 41743.

Sponsor Obligations: Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Sponsor: A government entity and legal sponsor of the Grant Recipient that agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the Grant Project.

Total Project Cash Costs: Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions). Total Project Cash Costs are described in Sections C.3.a and C.3.b of this Grant Agreement.

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. § 41743 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2022.

(SEAL)

United States Department of Transportation

Brooke Chapman
Associate Director
Small Community Air Service Development
Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2022.

(SEAL)

City of Salem
Salem, Oregon

By: _____
Signature of Sponsor's Designated Official Representative

Printed Name

Title

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is a government entity empowered to enter into the
foregoing Grant Agreement under the laws of the State (or Commonwealth) of
_____. Further, I have examined the foregoing Grant Agreement, and the
actions taken by said Sponsor relating thereto, and find that the acceptance thereof by
said Sponsor and Sponsor's official representative has been duly authorized and that the
execution thereof is in all respects due and proper and in accordance with the laws of the
said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants
involving projects to be carried out on property not owned by the Sponsor or where
Sponsor may make payments to others, there are no legal impediments that will prevent
full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement,
including the Assurances, constitutes a legal and binding obligation of the Sponsor in
accordance with the terms thereof.

Signature of Sponsor's Attorney

Date

Printed or Typed Name

Telephone

FY 2021 Salem, OR

ATTACHMENT A

GRANT ASSURANCES

Applicable Federal Laws and Regulations

By entering into this FY 2021 SCASDP Grant Agreement, the Sponsor assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this Grant Agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act – 42 U.S.C. §§ 7401, et seq.
- i. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- j. Endangered Species Act – 16 U.S.C. §§ 1531 et seq.
- k. Coastal Zone Management Act – 16 U.S.C. §§ 1451 et seq.
- l. Flood Disaster Protection Act of 1973 – 42 U.S.C. §§ 4001 et seq.
- m. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, 42 U.S.C. § 1996
- o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- p. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- q. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- r. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- s. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- t. Wild and Scenic Rivers Act – 16 U.S.C. §§ 1271, et seq.
- u. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- v. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- w. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- x. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- y. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- z. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101–1104

- aa. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- bb. Freedom of Information Act - 5 U.S.C. § 552, as amended
- cc. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- dd. Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
- ee. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- ff. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- gg. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- hh. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- ii. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- jj. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- kk. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- ll. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. No. 109–282, as amended by section 6202 of Public Law 110–252)
- mm. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
- nn. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 12372 – Intergovernmental Review of Federal Programs
- c. Executive Order 12549 – Debarment and Suspension
- d. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- e. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- f. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- g. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- h. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction)

- contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
 - h. New Restrictions on Lobbying – 49 C.F.R. Part 20
 - i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
 - j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
 - k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
 - l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
 - m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
 - n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
 - o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
 - p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
 - q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
 - r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Specific assurances required to be included in this Grant Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

ATTACHMENT B
GRANT ASSURANCES
TITLE VI ASSURANCE

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Grantee (also herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Grantee is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted SCASDP Discretionary Grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Grantee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Grantee also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all

applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP Discretionary Grants Program. This ASSURANCE is binding on the Grantee, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP Discretionary Grants Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or

structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Grantee pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Grantee will there upon revert to and vest in and become the absolute property of Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601, *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47101 *et seq.*), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Pub. L. No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

Signature

Date

Title

Grant Recipient

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Title

Grant Recipient

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER
THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM**

A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grant recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
- (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [] if there are workplaces on file that are not identified here.

Grant Recipient Signature

Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.
7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Primary Covered Transactions

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

Name

Affiliation

Title

Date

OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS
Instructions for Certification

1. By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.

Name

Title

Affiliation

Date

**OFFICE OF THE SECRETARY OF TRANSPORTATION
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any 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 authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means 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 pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4. **Prohibition. If**

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

OFFICE OF THE SECRETARY OF TRANSPORTATION
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.3, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.3, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**OFFICE OF THE SECRETARY OF TRANSPORTATION
REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS,
AND CONSTRUCTION MATERIALS**

This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents,

and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.